The Solicitors' Journal.

LONDON, APRIL 5, 1884.

CURRENT TOPICS.

On Tuesday last, Mr. Justice Pearson, in alluding to the state of the business in his court, mentioned that there are 100 adjourned summonses now waiting to be heard by him, all of which have accumulated since the 23rd of January. He said that he did not see how the business of the court was to be disposed of. He added that he was about to consult his chief clerks with reference to the adjourned summonses, and that when he had done so, he should mention the matter again in court, with the view of obtaining some assistance from the Bar. Mr. Cookson, Q.C., in reply to his lordship, suggested that it would probably be found that many of the summonses are originating summonses, taken out since the new practice in order to settle questions of will construction, and that summonses of this nature are not entitled to any precedence, but should come on for hearing in the order in which administration actions, for which they are now substituted, would formerly have done. The subject was referred to again on Wednesday, when his lordship said that he had suggested to his chief clerks that the adjourned summonses might be classified under three heads—viz., originating summonses, summonses as to practice or procedure, and what might be called money summonses. He did not see why summonses, which are really in the nature of actions, should be entitled to precedence. At the same time, he was satisfied that delay in the hearing of adjourned summonses produced great injustice, and he thought that if all the adjourned summonses indiscriminately were placed in the list of non-witness actions, there would be a great increase in the number of such summonses, many of which would then be taken out merely for the purpose of delay. When he had ascertained something about the nature of the summonses which were waiting for hearing, he should desire to confer with the leaders of his court as to the best mode of dealing with them. His lordship also stated that he intends in the Easter Sittings to give a considerable time to the hearing of non-witness actions.

There seems to be a considerable lack of common sense among the doorkeepers who control the right to admission to the courts at the Royal Courts of Justice. Last November it was attempted to exclude from the Central Hall, at the ceremony of the procession of the judges, counsel in forensic costume who had not obtained tickets, but the restriction had to be withdrawn. Ever since November there have been at intervals complaints that solicitors, having occasion to visit the courts for business purposes, have been refused admittance; and the correspondence which has appeared in our columns shows the great inconvenience which is thus occasioned. Solicitors not engaged in the cases being tried have necessarily frequent occasion to go into court in order to speak to officials, or counsel, or other solicitors, who happen to be in court; and it is in the highest degree absurd that they should be excluded. There must have been some strange misapprehension of orders on the part of the doorkeepers, for it is impossible to imagine that the authorities can intend the exclusion from the courts of persons who are certainly less likely than any other class to visit them for purposes of mere curiosity.

An important question upon the Lodgers' Goods Protection Act was decided by the Queen's Bench Division, on the 21st ult., in *Sharp* v. *Fowler and another*. The plaintiff was a lodger, whose goods had been seized for rent due to the superior landlord, and sold before the expiration of the five days limited by the Statute of William and Mary. The county court judge had directed a nonsuit, on the ground that there was no evidence of special damage, and it is no doubt settled law that without such evidence no action lies for an irregular distress (see *Rodgers* v. *Parker*, 18 C. B. 112). But the court (Lord Coleridge, C.J., and Cave, J.) reversed this decision, and directed judgment to be entered for certain agreed damages to the amount of £17. This decision seems to be correct. The lodger was entitled to some damages, on the ground that he had been deprived, by the irregular act of the party distraining, of his right to take advantage of the Lodgers' Goods Protection Act, and recover the goods seized *in specie* forthwith. No time is limited by the Act within which the lodger must make and serve the statutory declaration, and he is entitled to assume that the landlord will at least postpone a sale until the expiration of the statutory five days.

A question of considerable importance in licensing law was raised on Saturday last, in *Reg.* v. *Justices of Exeter*. By section 42 of the Licensing Act, 1872, it is provided, amongst other things, that the justices shall not receive any evidence with respect to the renewal of a licence which is not given on oath. In the case in question, the unsworn statement of a superintendent of police had been heard by the justices, and also the statements of the applicant himself, and it was strongly put for the justices that it was in consequence of these latter statements only that the renewal was refused. The court (Lord Coleridge, C.J., and Williams, J.) eventually decided that the renewal ought to have been granted, on the ground that no notice of objection had been given; but, in the course of the argument, Lord Coleridge, C.J., commented strongly upon the justices having heard unsworn evidence, and it is perfectly clear that for justices to hear unsworn evidence, from a person other than the applicant for the licence, is in direct contravention of the statute. It may, perhaps, be doubted, however, whether the statements or admissions of the applicant himself are "evidence" within the meaning of the statute. The applicant, if summoned, is bound to attend for the purpose of answering any questions which the justices may choose to ask, and the "evidence" which is spoken of in the section seems to be the formal evidence tendered by the party opposing the renewal. Grammatically, however, the statements of the applicant are evidence, and it would not, we think, be safe to refuse to renew a licence, in cases where the applicant makes any statement, without having first put the applicant on his oath.

We recently referred to the decision of Mr. Justice Mathew, at chambers, that the provisions of ord. 3, r. 6, do not apply to the recovery of land by a mortgagee against a mortgagor under an attornment clause in the mortgage deed, on the ground that the mortgagee claims possession, not as landlord, but as mortgagee. This has always appeared to us to be a very narrow view of the rule; and it will be seen from the report of *Daubuz and others* v. *Lavington*, which we print elsewhere, that Mr. Justice Field has dissented from this doctrine, and has held that a writ may be specially indorsed in an action for the recovery of land by a mortgagee against a mortgagor who has attorned tenant to the mortgagee, and whose tenancy has been determined by notice to quit, notwithstanding that the attornment clause provided that the tenancy might be determined without notice to quit. The view taken by Mr. Justice Field is summed up in the following extract from his decision:—"I think that the fact that there exists a contract between these parties, as between mortgagee and mortgagor, does not prevent another contract being superadded as between landlord and tenant. . . . It seems to me that, according to the construction contended for on behalf of the defendant, no effect whatever is to be given to this contract of tenancy. I cannot myself doubt that the mortgagee is in this case a landlord, and that the mortgagor is his tenant; and that the tenancy has been

duly determined by notice to quit." That certainly appears to us to be the reasonable view of the matter. A point arises as to the notice to quit which should be given by the mortgagee, in order to bring himself within the terms of ord. 3, r. 6, which enables a writ to be specially indorsed in an action for the recovery of land "by a landlord against a tenant whose term has expired, or has been *duly determined by notice to quit*." Will a day's notice to quit suffice, or must the notice be of the length required by law in the absence of express contract? We are informed that the notice in the recent case was to quit "forthwith."

THE CASE of *Saunders* v. *Teape and Swan*, recently decided by the Queen's Bench Division on appeal from a county court, raised a somewhat grotesque question of law. The plaintiff, a labourer, was employed in digging a hole in the garden of a house adjoining TEAPE'S garden, and separated therefrom by a wall only three feet high. The defendant, TEAPE, kept three dogs which were out under the care of the defendant, SWAN. The plaintiff was in the hole in a bent attitude, when one of these dogs, which was a large Newfoundland dog, jumped over the wall and fell into the hole upon the neck or back of the plaintiff, causing him the injuries for which he sued. The county court judge nonsuited the plaintiff, and the Divisional Court confirmed his ruling. The Lord Chief Justice appears to have treated the contention of the plaintiff's counsel that the defendant, TEAPE, was liable for the acts of the dogs as an absurdity, but if the matter were *res integra* we must confess we do not see any such great absurdity in the case. It must be admitted, however, that the matter cannot, at the present day, be dealt with solely on grounds of expediency or reason, and that a long course of decisions has established distinctions which cannot now be disregarded. The Queen's Bench Division were, no doubt, compelled to give effect to those decisions. But, although certain points have been decided, the general principles that govern the liability of owners of animals for the acts of such animals have never been so clearly elucidated as might be desired. It would appear that the question of liability for acts of trespass on realty by animals does not stand entirely on the same footing as the question of liability for acts of animals causing personal injuries. It would seem, as far as one can judge from ancient *dicta*, that with regard to trespasses to realty the original notion was that dogs being in general harmless, but wandering animals, it would not be reasonable to make their owners responsible for every act of trespass committed by them, whereas it was otherwise of animals such as oxen or horses. But with regard to trespasses to the person, apart from trespasses to realty, the question seems to be somewhat different. It would seem that in these cases, both with regard to cattle and dogs, to support an action proof must be given that the animal was mischievous to the knowledge of the defendant. It does not appear that any question of trespass to realty arose in the case we are discussing. It would rather appear that the plaintiff was a labourer employed in the defendant's neighbour's garden. It is clear if the dog had jumped over and bitten him he could not have recovered without proof of the *scienter* or knowledge that the animal was of a mischievous disposition. Could it be put higher if the dog had jumped over and instead of biting him had knocked him down? Then, if not, does the fact of the accident arising from the dog falling into the pit instead of colliding with the plaintiff while standing above ground make any difference? We cannot see how it does. If it were not for previous decisions, however, we are not at all convinced that, as a matter of abstract justice, it is so absurd that a man should be responsible for keeping his dogs from doing damage, whether to his knowledge mischievous or not. What is the proper test of mischievousness for this purpose? When a big, powerful animal like a mastiff or Newfoundland dog knocks down or falls on a man and breaks his bones, it is very immaterial to the person who is injured whether the dog did it in innocent play and lightheartedness or because he was of a mischievous disposition. The question, as it seems to us, ought, in justice, to be whether the animal is, from its general character, likely to be in fact dangerous, not whether the mischief proceeded from a mischievous disposition or not in the particular animal; and, if so, it would appear to us to be equitable that the person who keeps such an animal for his pleasure or profit should be responsible for not preventing him from doing mischief. The truth is that our old law on the subject is too undiscriminating. For instance, it puts all dogs in the same category as if they were for this purpose essentially similar; as if a lady's lap-dog was like a boar-hound or mastiff, strong enough to encounter a powerful wild beast.

THERE IS NO POWER vested in the Lord Chancellor to direct by a general order that the courts shall be closed on any day appointed for sittings by R. S. C., 1883, ord. 63, r. 1. There would seem, however, to be nothing to prevent an individual judge, if he finds it consistent with his duty, to close his court on suitable occasions. It is announced, by what authority we know not, that all the courts in the Royal Courts of Justice will be closed on Saturday, the day appointed for the funeral of the Duke of ALBANY. The announcement can be nothing more than a statement of what is expected.

UPON THE DEATH of the Duke of ALBANY, the two annuities of £15,000 and £10,000, respectively authorized to be granted by 37 & 38 Vict. c. 65, and 45 & 46 Vict. c. 5, cease; but, under section 3 of the last-mentioned Act, her Majesty is empowered by letters patent, under the Great Seal, to grant to the Duchess of ALBANY, in case of her surviving her husband, an annuity of £6,000, to commence from the death of the Duke, and to continue thenceforth during the life of the Duchess.

THE EFFECT OF A DELIVERY ORDER AS A DOCUMENT OF TITLE.

THE decision of the Court of Appeal in the case of *Coventry, Sheppard, & Co.* v. *The Great Eastern Railway Company* (L. R. 11 Q. B. D. 776) is one of considerable interest and importance to the mercantile community. The case presents, to our mind, features of some difficulty, though the court, to judge from the report, does not seem to have found much trouble in disposing of it. As is often the case, the difficulty is not so much with regard to abstract legal principles as with regard to their application to the particular facts, and with regard to the effect of particular mercantile instruments.

The facts, as we understand them, were, in substance, as follows:—The defendants, a railway company, received a consignment of wheat in sacks, which was duly conveyed to its destination. The defendants having issued a form of delivery order, specifying the number of the sacks and giving the numbers of the trucks on which they were, the parties at whose order the wheat was appear to have filled up the delivery order with the name of one B. as the person to whom the wheat was to be delivered, and, having signed the order, to have then handed it to B. B. obtained from the plaintiffs an advance of money upon this delivery order, which was lodged with and accepted by the defendants. The wheat not being removed from the station, the defendants subsequently sent to B. an advice note, stating that the wheat was lying at their station to his order, and to such advice note a form of delivery order was appended, in which the wheat was, by mistake, so described as to make it appear that the order related to a different consignment of wheat from that described in the first-mentioned delivery order. B. filled up this second delivery order with the name of the plaintiffs, and obtained a further advance upon it, the plaintiffs supposing that it related to another consignment of wheat. This order was also lodged with and accepted by the defendants. B. becoming insolvent, the plaintiffs tried to realize these securities, when the mistake was discovered. It was held that the plaintiffs were entitled to recover the loss that they sustained in respect of the advances made to B. on the second delivery order.

The decision appears to be put on the ground of estoppel. Reference was made to the various propositions with regard to estoppel *in pais* that are enunciated in *Carr* v. *London and North-Western Railway Company* (L. R. 10 C. P. 307). In that case the present Master of the Rolls, then Mr. Justice Brett, enunciated three propositions as the result of the authorities—first, that where one party, either in express terms or by conduct, makes a representation to another of the existence of a certain state of facts which he intends to be acted upon in a certain way, and it is acted upon in that way, in the belief of the existence of such a state of

facts, to the damage of him who so believes and acts, the first party is estopped from denying the existence of such a state of facts; secondly, that where one party, whatever his real meaning may be, so conducts himself that a reasonable man would take his conduct to mean a certain representation of facts, and that it was a true representation, and that the latter was intended to act upon it in a particular way, and he, with such belief, does act in that way to his damage, the first party is estopped from denying that the facts were as represented; thirdly, that where, in the transaction which is in dispute, one has led another into the belief of a certain state of facts by conduct of culpable negligence calculated to have that result, and such culpable negligence has been the proximate cause of leading, and has led, the other to act by mistake upon such belief to his prejudice, the party guilty of such negligence cannot be heard afterwards, as against the other, to show that the state of facts referred to did not exist.

To frame abstract propositions in relation to legal matters is a somewhat ticklish matter. There are, no doubt, cases in which these propositions are applicable and true, but, as with all other propositions to be applied in relation to practical matters, there is much difficulty very often in saying whether a particular case really falls within them. It is obvious, to our mind, that the propositions with regard to representations by words or conduct amounting to an estoppel were originally framed with reference to cases where a representation has been made by one of two parties to a transaction to the other. The difficult question in the case we are discussing is whether any representation can be said to have been made by the railway company to the plaintiffs, or whether it can be said that the railway company intended or so acted that the plaintiffs might reasonably consider that they intended that the plaintiffs should advance money to B. on the faith of the existence of a second consignment. All the railway company did was to advise B. of goods being at their station to his order, and give him the usual form of delivery order. So far, there is no transaction between the plaintiffs and the railway company at all. We are not discussing what might have been the effect of the acceptance by the defendants of the second delivery order if the court had thought that the plaintiffs had been led to alter their position by such acceptance, because, the money being advanced to B. before the delivery order was lodged, the court thought it was already irrecoverably lost, so that the fact of the acceptance by the defendants of the second delivery order could not be considered as having led the plaintiffs to change their position.

We must say that we feel considerable doubt whether the case really falls within either of the first two propositions above mentioned, because, not only to our mind is it doubtful whether there can be said to have been any representation at all in the sense in which the word is used in those propositions, but the essential feature of all the cases with reference to which those propositions were originally devised is wanting—viz., knowledge or contemplation of the fact that the plaintiff is changing, or is about to change, his position on the faith of the representation. Then does the case fall within the class of cases included by the third proposition—viz., where there is an estoppel by reason of a party having been led into the belief of the existence of certain facts through the culpable negligence of another, and having changed his position for the worse, acting on such belief? Now, we cannot see why, in this point of view, the case should be put as one of estoppel. Why should it not be put in the simple form of an action for damages sustained through the defendant's negligence? It is obvious that, for certain purposes, there is no estoppel. Suppose, for instance, detinue were brought for the goods, and re-delivery *in specie* claimed. But the question at once arises, Where is the duty? It seems to us that this is the pinch of the case. The Master of the Rolls, in giving judgment, seems to us to treat this point somewhat meagrely. He says:—"Now, were the defendants guilty of culpable negligence? It is true that there can be no negligence unless there be a duty, but here the documents have a certain mercantile meaning attached to them, and therefore the defendants owed a duty to merchants and persons likely to deal with the documents." We feel some difficulty with regard to the doctrine which is thus curtly indicated. It seems, however, to come to this. There being a known practice to advance money on the faith of a delivery order as if it was an *indicium* of title, the defendants had a duty *quoad* all the world, not to give a delivery order to any person representing goods that they had not got in their possession, because such person might fraudulently sign it and obtain an advance of money thereon. Worked out in detail, the steps of the argument appear to be these. It is clear, if warehousemen, wharfingers, and other mercantile bailees are in the habit of issuing a class of document which purports to be an *indicium* of title to goods in their custody given by such bailees, and any such bailees issued such a document without having the corresponding goods, they would be liable to a pledgee of the document as representing the goods. Then the minor premiss has to be that a delivery order is an *indicium* of title to the goods as against the bailee. But there is where, to our mind, the difficulty arises. As we understand it, the delivery order does not *per se* purport to be an *indicium* or document of title to the goods given by the bailee. It is an order by another upon the bailee. For convenience, no doubt, a form giving the description of the goods to be delivered is sometimes, as in the present case, furnished by the bailee, but the document has no operative effect as an instrument until executed by the party ordering delivery. Its effect as a representation by the bailee that the goods are in the hands of the bailee is merely incidental. It is the result, not of the legal operation of the instrument, so much as of an inference of fact drawn by the person before whom the instrument comes that, if the goods were not there, the instrument would not have been issued. We think it may fairly be said that a document of this sort cannot have been originally intended as an *indicium* of title by the bailee. But it is said that, whatever its intention or purport, the fact is that the mercantile practice is to treat it as such, and the question is, whether that fact being known to the bailee really converts it into an *indicium* of title issued by the bailee as such. The case is thus only one more instance of the tendency of mercantile practice to aberration from logical legal principles.

The flexibility of what is called mercantile law is sometimes much vaunted by those who profess themselves experts in this particular branch, but we are sometimes disposed to question whether, if the law had not been so ready to yield to the illogical practices of commercial men, mercantile practice would not have accommodated itself to the law with great advantage to both. Documents would then have meant what they said, for men would have been compelled to say therein what they mean. To take the present instance: if the law refused to treat an instrument purporting to be a mere advice note and order for delivery by the signer of such order as a representation by the party ordered to deliver that he has the goods, mercantile men would probably alter their practice—at any rate, they could no longer assert that in advancing money on such a document they acted on a representation by the bailee. But though we must admit to a certain reluctance in accepting this decision, we are far from saying that the decision may not be correct according to the existing tendencies of mercantile law. There has been a continual struggle on the part of mercantile men to put a variety of documents, such as dock warrants, wharfingers' certificates, and delivery orders, on the same footing with bills of lading as *indicia* of title. And the Factors Acts do, no doubt, for some purposes, carry out this view. We are disposed to think that where a document is in its nature an *indicium* or acknowledgment of title issued by the bailee, which, by mercantile practice, represents the goods, the principle of the decision we are discussing must be correct; but the question is whether the delivery order in the particular case was such an *indicium* or acknowledgment. There are a number of cases in which the effect of dock warrants, and other such documents, as symbolical of the goods they represent, have been discussed, and the subject is elaborately treated of in Benjamin on Sales. Space forbids any dealing with the subject in detail. But it appears to us that the decision we have referred to is an important decision, as tending to carry out the mercantile view of the effect of these instruments.

A passage opening up communication between the Central Hall (Strand entrance) and the eastern portion of the Royal Courts of Justice is being constructed, and will be very shortly opened. There has hitherto been no means of getting from the Central Hall to the eastern block on the same floor without going into the street, and the opening of this passage will relieve also the traffic through the judges' corridor on the floor above.

SUITORS' FUNDS IN COURT.

The working of the new Pay Office Rules, known officially as the Supreme Court (Funds) Rules, 1884, which came into operation on the 1st of March, will be watched with interest by those who have paid any attention to the important, though somewhat formidable, subject of suitors' funds in court, and the manner in which they are administered. The object of the new rules is to simplify and render more expeditious the process of paying money into, and receiving money out of, court, and to assimilate, as far as possible, the method of procedure in the three divisions of the High Court. We have already stated fully the nature of the leading changes effected as regards chancery funds, but it may be interesting to glance at the history of suitors' funds in chancery, and to notice briefly the various steps which have, from time to time, been taken by the Legislature with the view of furthering the interests of suitors, and, during the last few years, with the object of utilizing the moneys which would otherwise have lain idle for the benefit of the national revenue; and also to add a general survey of the effect of the new regulations on suitors' funds in court in all the divisions.

In former times, the several masters of the Court of Chancery had the custody of all moneys and effects deposited in court in the suits referred to them, and the usher took charge of any property brought into court in suits which had not been referred to one of the masters. The usher and the masters were responsible for what they received, but, until they were ordered by the court to distribute the money in their hands, they employed it for their own benefit. This practice continued till the failure of the South Sea Scheme, when it was found that several of the masters were unable to comply with the direction of the court, their defaults amounting to upwards of £100,000. Various precautions were then taken to prevent the recurrence of such a disaster. Amongst other regulations, each master was directed by an order of the Lord Chancellor to procure a chest, in which he was to deposit all moneys and securities in his hands belonging to suitors. The chests were then locked and left in the custody of the Bank of England. This plan did not last long. By the rules of the Bank of England, the vault where the chests were kept could not be opened unless two of the directors were present with their keys, and thus considerable trouble was occasioned whenever any of the chests had to be opened to deliver out the effects of the suitors. Accordingly, on the 26th of May, 1725, a general order was made by the Lords Commissioners for the custody of the Great Seal, which directed that the money and effects of the suitors should be taken from the masters' chests, and given into the custody of the bank. By another general order, made six months afterwards, the plan was extended to moneys and effects in the custody of the usher of the court. These general orders were incorporated in, and confirmed by, the 12 Geo. 1, c. 32, the Act which created the important office of Accountant-General.

Thirteen years later, an Act was passed (12 Geo. 2, c. 24) by which the Court of Chancery was authorized to lay out in Government securities a sum not exceeding £35,000, part of the then unemployed cash balance, and, out of the interest arising from the investment, to pay the Accountant-General and his clerks certain fixed salaries in lieu of fees, the surplus interest being treated as part of the suitors' common fund and general cash. This was accordingly done. As, however, the business of the Court of Chancery increased, the unemployed cash belonging to the suitors continued to accumulate in the bank, and repeated investments of the surplus were made from time to time. In each case, however, until 1838, the investment was authorized by a separate Act of the Legislature, but in that year, by the 1 & 2 Vict. c. 54, a general authority was given to the Lord Chancellor to order the placing out on Government securities, from time to time, of such portions of the suitors' cash lying unemployed at the bank as he might deem expedient.

It was not, however, until the year 1869 that any attempt was made by the Legislature to deal with suitors' funds in chancery as a whole; but, by an Act passed in that year, the Government appropriated the lesser funds in the Court of Chancery, and, by the Chancery Funds Act, 1872, the same thing was done with the larger funds which still remained under the control of the Accountant-General. These funds, according to a parliamentary return made in March, 1872, amounted to no less than £60,425,400 5s. 6d. The Act of 1872 abolished the office of Accountant-General altogether, and transferred his functions to the office of the Paymaster-General, whilst it entirely re-arranged the business of the department. Prior to 1872 the suitor had the option of letting his money remain in the hands of the Accountant-General, or of having it invested at his own risk. The Act of 1872 rendered the Consolidated Fund liable to make good all money and securities in court, and thus gave the suitor the security of the Government for the investment of his money, the Government paying interest at the fixed rate of two per cent. The Chancellor of the Exchequer was thus enabled, by putting out the money at three and a half per cent., to make an annual profit of £15,000 on every £1,000,000 of suitors' funds invested. Since 1872 funds in chancery, though nominally standing to the credit of the Paymaster-General, have been administered by the Assistant Paymaster-General, known as the Chancery Paymaster.

Hitherto we have only spoken of suitors' funds in what is now the Chancery Division of the High Court. Suitors' funds in what are now the Queen's Bench Division and the Probate, Divorce, and Admiralty Division have never accumulated to any considerable extent. Consequently, until last year it was not considered necessary for the Legislature to interfere in the management of these departments. Even after the fusion of the three common law divisions into the Queen's Bench Division, and down to the passing of the Rules of the Supreme Court, 1883, money paid into court was kept by the masters at private banks. The Rules of the Supreme Court, 1883, provided that money paid into court in the Queen's Bench Division should be paid into the Law Courts Branch of the Bank of England to the credit of the masters. As regards the Probate, Divorce, and Admiralty Division the practice has been for the money to be paid, in admiralty proceedings, to the Bank of England to the account of the admiralty accountant; and, in probate and divorce proceedings, to the Bank of England to the credit of the registrars of the Probate Registry.

In 1883, the passing of the Supreme Court (Funds, &c.) Act effected a very important change in the mode of administering suitors' funds in court. By this Act the several accounting departments of the divisions of the High Court were consolidated into one accounting department or pay office, under the Paymaster-General. As regards funds in the Chancery Division, this Act provided that the Paymaster-General should take the place of the former Chancery Paymaster, and that, as regards funds in the other two divisions, the Lord Chancellor and the Treasury should have power by order to direct that all funds in these divisions should be transferred to the credit of the Paymaster-General. This order was duly made and took effect on the last day of February of the present year. On the following day the Supreme Court Funds Rules, 1884, which establish the practice in, and provide for the administration of, the new Pay Office, came into operation.

The general object of the new rules is to render the method of procedure in the Pay Office as simple and expeditious as possible. The most important changes are those which relate to the forms of Chancery Money Orders and the practice in carrying them out. The great feature of the new system is the providing for the financial department a document complete in itself and distinct from the original order. Instead of the original order being taken to the Pay Office every time it is to be acted upon, as has formerly been the practice, the original order, with its schedules, which contain in a tabular form all the financial part of the order, is delivered to the party having the conduct of the proceedings, whilst an official copy of the order and schedules is transmitted to the paymaster. Under ordinary circumstances, according to the new system, the paymaster does not see the original order at all, but acts solely on the schedules in his custody.

In the Queen's Bench Division the only changes that have been effected are those that have been rendered necessary by the transfer of the suitors' money to the Paymaster-General. In this division money paid into court is often small in amount and is only paid in for a very short period. Consequently, the money is taken direct to the bank, without any application being made to the Pay Office for a direction. Payment out of court in this division under the new system is effected by the party entitled to payment applying for it at the Pay Office, and leaving there the office copy of the order entitling him to payment, when he receives a cheque or direction for payment. In the Probate, Divorce, and Admiralty

Division, under the new system, the person desiring to lodge money obtains from the registry a requisition to the bank to receive the money. This is taken to the bank and the money is lodged there, and a notification of the lodgment is transmitted by the Pay Office to the registry. A person desiring to receive money out of court takes the order to the Pay Office, and obtains there the cheque or direction for payment.

REVIEWS.

MORTGAGES.

THE LAW OF MORTGAGE AND OTHER SECURITIES UPON PROPERTY. By WILLIAM RICHARD FISHER, Barrister-at-Law. FOURTH EDITION. Butterworths.

Practitioners will be glad to see the two volumes of the last edition of Fisher combined in this edition in one handsome volume; and we hope the example thus set will be followed in the case of certain other standard works. It is very troublesome to have the table of cases in one volume and the index in another. We may add, while on the subject of the mechanical part of the work before us, that the type of the new edition is extremely good, and that the wide margins are a very desirable arrangement in a standard work which is sure to receive a considerable amount of "noting up."

The characteristics of Mr. Fisher's work are by this time tolerably well known. It is very accurate, precise, and cautious in statement; very helpful in the way of clear enunciation of principle; original in the sense of being throughout the result of careful consideration and thorough knowledge of the subject, and extremely complete, embracing the law relating to every kind of securities upon property. We have sometimes felt a little disposed to complain of a lack of criticism of decisions and legislative provisions, resulting, no doubt, mainly from the author's laudable love of terseness. When, however, a book has obtained the reputation of Fisher, an expression of the author's opinion is often of value both to practitioners and also to judges. We certainly cannot find any fault on this score as regards the important changes effected by the Conveyancing Act, 1881. The remarkable language and provisions of that Act have stimulated Mr. Fisher in several places to unusually lively remonstrance. Thus, with regard to section 67, relating to the notice to be given on a sale by a mortgagee under the implied power given by the Act, Mr. Fisher says (p. 465), "The provisions of this section are cumbrous and inartificial. . . . The provision that the notice shall be good, notwithstanding that any person to be affected by it is unborn, is a solecism which should not have been allowed to appear *even in an Act of Parliament*." And with regard to section 30, as to trust and mortgage estates, he remarks (p. 967) that, "notwithstanding the singular verbosity of the first clause [of the section], it fails to hit the case of the exercise of the powers by more than one, but less than all, of several joint personal representatives. But the last sentence of the clause is probably comprehensive enough to make the defect unimportant, and shows the uselessness of too many words." As regards decisions, however, we are still disposed to regret a little the reticence of the author. We find, for instance, the effect of the cases of *Sutton* v. *Sutton* (31 W. R. 369, L. R. 22 Ch. D. 511) and *Heath* v. *Pugh* (30 W. R. 553, L. R. 7 App. Cas. 235) simply stated, without any expression of opinion as to the singular constructions applied to the Statutes of Limitation in those cases. Another small ground of complaint is that the effect of decisions is not always quite adequately stated under the head where it would naturally be looked for. Thus, under the head of "Merger of Securities," at p. 768, the effect of *European Central Railway Company* (25 W. R. 92, L. R. 4 Ch. D. 33), and *Popple* v. *Sylvester* (31 W. R. 116, L. R. 22 Ch. D. 98), is much less definitely stated than at p. 892, under the head of "Interest on Judgment Debts."

It is scarcely necessary to say that all the recent cases directly bearing on the subject for which we have looked are to be found noticed in this edition; but we find no reference to the decision of the Court of Appeal in *Wigney* v. *Wigney* (30 W. R. 722, L. R. 7 P. D. 177), which certainly deserves notice as showing the risks to which a mortgagee who lends money on the security of the life interest of a husband, taken under a marriage settlement, is subject, such mortgage, in case of a dissolution of the marriage, apparently depending for its validity upon the discretion of the judge of the Divorce Court. These, however, are small matters; as regards this edition in general, we think that it will well maintain the high reputation which the book has attained.

BUILDING SOCIETIES.

THE LAW AND PRACTICE OF BUILDING AND LAND SOCIETIES IN ENGLAND, SCOTLAND, AND IRELAND, INCLUDING THE LAW OF CO-OPERATIVE BUILDING SOCIETIES. By HENRY F. A. DAVIS, Solicitor. THIRD EDITION. Henry Sweet.

This really valuable treatise is remarkable, in the first place, as being the production of a writer who is in active practice as a country solicitor. The papers which are read at the annual provincial meetings of the Incorporated Law Society show, if any proof were needed, how many country solicitors there are who could, if they would, make valuable contributions to legal literature, but their incessant daily tasks disincline them from the exertion of producing a book, unless, as fortunately happens to be the case with Mr. Davis, they have a strong personal interest in a particular branch of law. In the next place, the work before us is, in point of literary merit, considerably above the average of legal treatises. The style is easy, and the arrangement of the subject unexceptionable. And, in the last place, the book is thoroughly practical. No one, whether lawyer or layman, will fail to find the information he wants as to the formation, constitution, government, or rights of members of building societies, whether such information is to be derived from decisions, or statute, or from the practice of the societies.

The cases which have occurred since the publication of the last edition of the book are not very numerous, but they have been collected from all the series of reports with great care, and their effect is very well given. The circumstance that the extracts from judgments and statements of facts are sometimes more lengthy than is usual in the modern law book is, no doubt, due to the consideration that the work is likely to be largely used by persons who have no means of access to legal libraries. One of the most remarkable of the decisions since the last edition is that of *Jones* v. *Swansea Cambrian Benefit Building Society* (29 W. R. 382), that the Companies Acts, 1862 and 1867, apply to the winding up of building societies under the Act of 1874. Section 32 of the Act of 1874 provides that a society, under that Act, may terminate (among other modes), "by winding up," but the Act does not mention or incorporate the Companies Acts, while the Industrial Provident Societies Act (39 & 40 Vict. c. 45) *does* expressly make the provisions of the Companies Act, 1862, applicable to the winding up of societies under that Act. Nevertheless the Common Pleas Division held that the Companies Act applied to the winding up of a building society. We think Mr. Davis is fully justified in the remark in his note, that "this is a rather remarkable instance of legislation by decision of the courts." With regard to the important question whether an *incorporated* building society can maintain an action upon the covenants in the mortgage of a member of the society, or whether the society can only enforce their security by sale or reference under the Act, as to which the opinions of the two divisions of the Court of Appeal seem to be in conflict (*Hack* v. *London Provident Building Society*, 31 W. R. 392, and *The Municipal Building Society* v. *Kent*, not yet reported; both of which cases, it is stated, are now on appeal before the House of Lords), Mr. Davis, in his preface, expresses some surprise that the doctrine of *Mulkern* v. *Lord* (L. R. 4 App. Cas. 182) has not been followed. The answer is to be found in the frequently enunciated opinion of the late Master of the Rolls, that it is the duty of a court to find out what an Act of Parliament means, and not to embarrass itself with previous decisions on former Acts; and in the circumstance that, under the Act of 1874, the whole machinery of arbitration has been altered so as to provide for questions of law being properly arbitrated. There is, in our opinion, a good deal to be said for the judgment in *Hack's case*, but the doctrine laid down is, no doubt, very inconvenient in practice.

Mr. Davis has considerably enlarged the part of his book which relates to co-operative building and land societies under the Act of 1876; dealing with the nature of their business, their formation and registration, incidents of existence, rights and liabilities of members, and winding up, in the same clear and complete manner as is adopted with regard to other building societies.

BANKRUPTCY.

THE LAW AND PRACTICE IN BANKRUPTCY: COMPRISING THE BANKRUPTCY ACT, 1883; THE DEBTORS ACTS, 1869, 1878; AND THE BILLS OF SALE ACTS, 1878 AND 1882. THIRD EDITION. By ROLAND VAUGHAN WILLIAMS and WALTER VAUGHAN WILLIAMS, assisted by EDWARD WILLIAM HANSELL, Barristers-at-Law. Stevens & Sons; Sweet.

Although the authors of this work do not profess to supply an exhaustive treatise on the law of bankruptcy, and indeed in their preface disclaim such an object, it may be doubted whether the chief merit of the book does not lie precisely in that direction. What may be called "the common law principles of bankruptcy," which re-appear in every Act relating to the subject, are treated with comprehensive learning. Thus acts of bankruptcy, fraudulent preference, and reputed ownership are made the subjects of separate essays, which find places as appropriate among the sections of the Act of 1883 as those which they occupied under the corresponding sections of the former Act. It may, indeed, be objected that such elaborate

disquisitions are not well suited to the method here adopted of intersectional notes. Fifty-five pages, for example, are occupied by the note on section 44, which deals with "the property of the bankrupt divisible among his creditors"; and so wide a gap undoubtedly interferes with facility of reference. But this is a trivial blot in comparison with that to which we must now call attention. In many cases the notes of the former edition seem to have been reprinted in connection with the corresponding sections of the new Act without sufficient revision. If we turn, for example, to section 47 (avoidance of voluntary settlements), we find that, after stating concisely the two points in which it differs from section 91 of the Act of 1869, the note degenerates into a tedious comparison with the law under the Act of 1849, which appears to us to be entirely irrelevant. It was decided in *Ex parte Dawson* (23 W. R. 354, L. R. 19 Eq. 433), that section 91 of the Act of 1869 was retrospective, and that section 126 of the Act of 1849 had been absolutely repealed by the subsequent Act. This case, although it appears in the table of cases, is not referred to in the text; nor do we find any discussion of the question whether this section is retrospective or not. In the same note we find the erroneous statement that "an assignment of leaseholds to which a liability is attached is necessarily a conveyance for valuable consideration, and therefore cannot be avoided under this section: *Ex parte Doble* (38 L. T. 183)." If the authors had referred to *Re Ridler* (31 W. R. 93, L. R. 22 Ch. D. 74), they would have found that the doctrine as to the assignment of onerous leaseholds has no application as against *creditors*, but is confined to *purchasers* under the 27 Eliz. c. 4. The mistake is the more extraordinary, as in *Ex parte Hillman, Re Pumfrey* (27 W. R. 567, L. R. 10 Ch. D. 622) (cited on the previous page) it was expressly decided that a post-nuptial settlement of leaseholds was not for valuable consideration within the meaning of section 91 of the Act of 1869. From what has been already said it may be gathered that, in our opinion, the authors have reprinted some of their former notes for no better reason than that they existed. A conspicuous example of this tenderness towards their former work is supplied by the note to section 28, where four pages are devoted to "the law and practice under the Insolvency Acts," and again at p. 123, where section 171 of the Act of 1849 is set out at length. The mass of necessary matter is so large that the authors should have avoided, as far as possible, the introduction of comparatively irrelevant topics.

No charge of unnecessary diffuseness can be brought against the annotation of the new sections; and the authors are in general abundantly cautious not to hazard predictions upon doubtful points of construction. Under section 18, however, we find an interesting discussion of the question whether non-payment of a composition will now remit the creditors to their original rights, and the conclusion arrived at is that "under the present Act, even in case of default, the creditor will not be able to sue the debtor for the original debt, at all events without the leave of the court." In this opinion we are disposed to concur. Not so with that expressed at p. 2, that "the court would restrain a creditor who was a British subject from proceeding in a foreign court to enforce a debt proveable in bankruptcy, and this quite irrespective of whether the creditor happened either to be personally in England, or to have submitted to the jurisdiction of the court." It is difficult to see how such an injunction, if granted, could be enforced. And the case seems to fall within the principle of *Re Chapman* (L. R. 15 Eq. 75), where Bacon, C.J., in refusing to restrain foreign creditors from suing abroad, observed—"Neither this court nor the Court of Chancery ever grants injunctions that will be wholly ineffectual." To some of the sections of the Act no note or comment is appended, and to many of these a reference to the corresponding provisions of the late Act might have been appropriately added. The convenience of the book for purposes of reference would have been increased if the forms had been referred to under the sections and rules to which they relate.

We cannot conclude this notice without paying a tribute to the clearness of the style, and the conciseness with which the results of cases are generally expressed.

THE BANKRUPTCY ACT, 1883, AND THE DEBTORS ACT, 1869, TOGETHER WITH THE RULES, ORDERS, AND FORMS. Illustrated by Notes, &c. By FRANK PITT-TAYLOR, Barrister-at-Law. W. Maxwell & Son.

In this handy edition of the Bankruptcy Act Mr. Pitt-Taylor adopts the plan of introducing his remarks as foot-notes, instead of between the sections. This renders conciseness absolutely necessary, and we cannot, therefore, expect more than a reference to the leading decisions upon the analogous provisions of the Act of 1869.

It is stated in a note to section 11 that "no provision appears to be made for the service of the order staying proceedings, where such order has been made by a court other than that in which the petition has been presented." The author seems to forget that if the order is made by a court of ordinary jurisdiction its service will be regulated by the rules in force in such court, and that no express provision on the subject is necessary. We observe, also, a slight omission at p. 91, where, instead of pointing out that the expression "available act of bankruptcy" is now defined by section 168, the author refers to *Ex parte Crosbie, Re Bedell* (26 W. R. 119, L. R. 7 Ch. D. 123), and other cases, as fixing the time when such act of bankruptcy must have been "available."

The sections, rules, and forms are mutually connected by marginal references, and this makes the book very convenient for persons who possess only a limited knowledge of the details of this new and complicated code.

THE BANKRUPTCY ACT, 1883, AND THE DEBTORS ACT, 1869, WITH THE RULES AND FORMS BELONGING THERETO, AND THE BILLS OF SALE ACTS, 1878 AND 1882. Edited, with a Commentary, by JAMES MCMULLEN RIGG, Barrister-at-Law. Stevens & Sons.

The Bankruptcy Act, and what the author terms "its cognate enactments," are here comprised in a small volume of some 350 pp. This desirable end has been attained partly by the adoption of small type, and partly by the omission of notes to all sections, except those which have been transferred from the Act of 1869 without substantial modification.

In a book which aims, above all things, at conciseness, we doubt whether it was wise to select the rule in *Ex parte Waring* as the subject of expanded criticism. This "latitude of discussion," however, the author attempts, in his preface, to justify, on the ground that "the decision of the House of Lords in the recent case of *The Royal Bank of Scotland* v. *The Commercial Bank of Scotland* (31 W. R. 49, L. R. 7 App. Cas. 366) is of a kind to cast some doubt upon the hitherto received doctrine." This does not appear to be correct. The case which has been cited merely amounts to a solemn repudiation of the doctrine on behalf of the Scotch bankruptcy law; and we do not find in the author's learned note on the subject any expression of doubt as to the validity of the rule. On the contrary, he says, at p. 48, "The rule in *Ex parte Waring* may work an occasional hardship, but it seems, on the whole, and in the majority of cases, to work out a fuller equity than the Scotch rule."

THE LAW AND PRACTICE UNDER THE BANKRUPTCY ACT AND RULES, 1883, &c., &c. By FRANCIS ROXBURGH, Barrister-at-Law. Knight & Co.

This useful edition of the Bankruptcy Act, Rules, and Forms also contains the Debtors Acts and the Bills of Sale Acts, together with notes to some of the enactments. The arrangement of the work is accurately described by the author in the words—"of printing in prominent type the sections of the Act intact, with the notes of cases and cross-references immediately following each section in a type easily distinguishable from the other."

So far as we have examined the notes we have found them not deficient in clearness of expression; but we would suggest that, before publishing his next edition, Mr. Roxburgh should revise his index, which is, in some instances, vexatiously elaborate. Three, and even four, lines must sometimes be read before the reference is reached. To take an example from a page opened by chance, we find under Evidence the entry, "Judge's notes—only evidence on appeal, unless parties consent to shorthand writers' notes." This does not seem to us to satisfy the first criterion of a good index—viz., that it should assist in the discovery of something in the text. Both the index and the table of cases might also be printed in a somewhat more conventional manner.

PATENTS.

THE PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883, WITH INTRODUCTORY CHAPTER, &C. By ROGER W. WALLACE, Barrister-at-Law. Wm. Maxwell & Son.

This is an unpretending little book, which is superior to several of the other books we have seen on the Patents Act of last year. It is by no means complete, but then no one would suppose it was possible for it to be so, considering the amount of space allowed; for instance, thirty-six pages of the introductory chapter are given to patents, and three each to designs and trade-marks. It is obvious that there is here only room for the merest outline; but the principal cases have been carefully noted up, and the statements of the principles laid down from time to time may generally be accepted as correct. The author does not appear to be aware how much the Bill was altered, especially in its trade-marks part, during its passage through Parliament, and he is consequently led to refer to the memorandum prefixed to it when first introduced as a gauge of the amount of change made in the law. If we are not mistaken, some of the most serious struggles of the future will be over the interpolated sections. We have noticed some little slips—*e.g.*, "5 App. Cas." is given as the reference for the appeal in *Parkes* v. *Stevens*, and the

decision of the court of first instance in *Halsey* v. *Brotherhood* is mentioned without any reference to the fact that that decision was sustained on appeal in judgments which are reported in several places; and there are other slips not a few. But in the main we think that the book states the general effect of the law in a clear and intelligible manner, and that it may be used with advantage on points which lie pretty close to the surface. When it is necessary to go deeper some fuller work will have to be referred to. But that is no blame to the present book, which makes no pretence of being exhaustive.

PRACTICE.

A Concise Practice of the Queen's Bench and Chancery Divisions, and of the Court of Appeal. By T. Bateman Napier, Barrister-at-Law. Stevens & Sons.

Mr. Napier, who writes for students, and gives at the end of his book a set of 165 "questions on the practice," has, we think, produced a useful book. He begins with a short history, and then sets out the effect of the Rules of Court in plain language—sometimes a little too much at length, and too fully following the language of the rules themselves—with a certain amount of running comment. There is a chapter on trial and evidence, and also on the jurisdiction and procedure of county courts and county court appeals. The table of cases contains references to all the current reports. The index, in one important respect, is very meagre; the title "Solicitor" has only one sub-title, and that is, "Change of, how effected." "No attempt," Mr. Napier tells us in the preface, "has been made to treat the subject exhaustively, and the writer has often, to his great regret, been obliged to pass over matter of interest and importance." We are bound to say, however, that the matter selected for treatment has been, as far as we have been able to discover, happily selected.

A Concise Treatise on the Practice and Procedure in Chancery Actions. By Sydney Peel, Barrister-at-Law. Third Edition. Stevens & Sons. 1883.

Mr. Peel's useful little work has reached a third edition, and the important changes introduced by the Rules of 1883 no doubt make a new edition an absolute necessity. We have not searched for any case in vain, but we think Mr. Peel is too fond of citing from the *Weekly Notes;* and we observe that his citation of *Lyell* v. *Kennedy* does not show that that important case was decided by the House of Lords. "Criticism of the rules," we are told, "has been advisedly omitted," and we think properly, unless it should be by way of pointing out cases of *ultrà vires* rule making; but a like abstention should hardly have been observed in the case of contradictory decisions. At page 160 Mr. Peel very properly mentions that, in his opinion, *Holloway* v. *York* and *Storey* v. *Waddle* are in direct opposition; but he has abstained from stating which of the two decisions he believes to be more correct.

COMMON LAW.

The Philosophy of Common Law. By the late Herbert Broom, LL.D. Third Edition. By John C. H. Flood, Barrister-at-Law. Maxwell & Son.

Mr. Flood states on his title-page that he has "remodelled and almost rewritten" Mr. Broom's well-known "Primer of Legal Principles" (of which the first edition appeared in 1876 and the second in 1878), and in his preface enumerates the changes which he has made. From this enumeration it appears that his work has been confined to changes of form rather than of substance; and we think that they will all be found to be improvements. The index has been enlarged, and the style has been, where desirable, modernized. One addition we cannot approve, and that is a long note upon the Criminal Procedure Bill. Surely in works of this kind any statement, much more any criticism, of the law as it is proposed to be is quite out of place.

THE CORRUPT PRACTICES ACTS.

The Parliamentary Elections Corrupt and Illegal Practices Prevention Acts, 1854 to 1883, with Explanatory Notes and Cases, forming a Complete Guide to the Law and Practice of Parliamentary Elections. By C. A. Vansittart Conybeare, Barrister-at-Law. Waterlow Brothers & Layton.

Mr. Conybeare's work appears rather late in the day, but it is an exceedingly complete commentary on the Act, embodying in the notes the whole law relating to corrupt and illegal practices at parliamentary elections. In the notes we have examined the treatment of the cases is very satisfactory, and the conclusions of the author as to the moot points of the Act seem to be in accordance with common sense. Thus, on the question whether, under Schedule I., Part II. (6) and (7), it is allowable to hire as "a committee room" more than a single room, he says, "Although it is not expressly so stated, it may be presumed that the term 'committee room' would—at least, in the case of the central committee room—be held to apply to a set of offices, with separate clerks' rooms, and not be limited strictly to a single room, as it is obvious that, for the purposes of an election, a room must frequently be requisite in which the candidate and his supporters can consult together in private. Any question of the kind would, doubtless, be decided by a consideration of all the circumstances of the case, as to how far the accommodation provided was beyond the actual requirements, and so forth." Mr. Conybeare might, however, have added that the definition of "committee room" in section 64, by providing that "any room *or building* shall not be deemed to be a committee room by reason only of the candidate, &c., addressing therein electors," seems to imply that a committee room, as used in the Act, may include more than a single room. The appendix includes a large number of statutes relating to parliamentary elections, also instructions for returning officers, regulations for election agents, and election petition forms.

Practical Hints to Voluntary Canvassers at Parliamentary Elections. By Edward Amphlett Davis, Solicitor. Waterlow Brothers & Layton.

This is a very useful little manual. It gives, in simple and untechnical language, and in a very short compass, the points likely to be of importance to voluntary canvassers at parliamentary elections, and gives them very accurately and forcibly. Some reference might, perhaps with advantage, have been made to the agency of members of political associations; and the offence of treating before and during an election (which the voluntary canvasser is rather likely to commit) might have been more fully discussed. But the pamphlet, as it stands, will be of great service at elections.

ANNUAL DIGEST.

The Complete Annual Digest of every Reported Case in all the Courts for the Year 1883. Edited by Alfred Emden, Barrister-at-Law, assisted by Herbert Thompson, Barrister-at-Law. William Clowes & Sons (Limited).

This is a work which does great credit to the industry of the editors, and is likely to be of no small service to the practitioner. There are over 1,200 cases collected from every series of English reports, and including also references to Irish, Scotch, and American decisions, arranged under alphabetical headings, in similar type to the *Law Reports* Digest. We have checked several of the heads, and have found all the cases we looked for. The table of cases followed, overruled, or specially considered will be of great value.

CANADIAN ELECTION LAW.

Reports of the Decisions of the Judges for the Trial of Election Petitions in Ontario relating to Elections to the Legislative Assembly of Ontario, 1871, 1875, 1879; and to the House of Commons of Canada, 1874, 1878. By Thomas Hodgins, Q.C. Toronto: Carswell & Co.

This is an extremely complete collection of election cases, very fully reported, both as to facts and decisions.

CORRESPONDENCE.

THE ROYAL COURTS OF JUSTICE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I quite agree with the observations of "T." in last Saturday's Solicitors' Journal. Although there are some exceptions, the doorkeepers of the Royal Courts of Justice are, as a class, men without much judgment, discretion, or experience; and something ought really to be done, and at once, to facilitate a solicitor's access to the courts.

Yesterday I wanted to enter the Lord Chief Justice's court while the judges were absent considering the sentence in *Reg* v. *Yates*. I was stopped by the officer at the first door, and, on my explaining that I was engaged in the third case and desired to speak to the master, was rudely told, "Then I can't let you in until this case is over; there's not standing room"! I passed round to the second door, which was guarded by a more civil officer, who let me pass, and, on entering, I found that the first officer's statement was incorrect, for, although the solicitors' row was to a great extent occupied by persons not solicitors, there was plenty of room, and no reason for my rude repulse by the first officer.

It is perfectly monstrous that we solicitors, who have as much right in court as any barrister, and who go into court for idle

curiosity far less than the bar, should thus be indiscriminately refused entrance while any barrister, in wig and gown, is allowed to enter without demur or difficulty, whether he has business in court or not. We never had this difficulty while the courts were at Westminster and Lincoln's-inn, and I sincerely trust you will be able to bring the authorities to remedy the serious inconvenience to which we, and, through us, our clients, are now subject.

It is obvious that a solicitor often requires to enter a court though not engaged in the case then on. For example, I had several appointments coming on at about the same time yesterday, and desired to learn how long I might safely leave the third case, and thus to arrange my other engagements. A SOLICITOR.

New Court, April 3.

THE NEW PRACTICE.

R. S. C., 1883, ORD. 17, R. 4—ADDING PARTIES—INFANT SUBSEQUENTLY BORN—INTERMEDIATE PROCEEDINGS BETWEEN BIRTH AND OBTAINING ORDER—SUPPLEMENTAL ACTION.—In the case of *Peter* v. *Thomas Peter*, before Chitty, J., on the 27th ult. (v. S. C. *sub-nom. Peter* v. *Peter*, *ante*, pp. 300 and 339), the question was re-considered as to what is the proper course to be adopted where an infant who is a necessary party to an action has come into existence after the date of the judgment, and proceedings under the judgment have been taken since the birth of the infant and before application under ord. 17, r. 4, adding the infant as party. In 1875 a suit was instituted by bill for administration of the real and personal estate of a testator, by whose will real estate was given to the defendant for life, with remainder to his sons and daughters successively, according to seniority in tail male. In December, 1876, judgment was given. In August, 1878, the defendant married. In July, a daughter was born, and in February, 1880, an order, as in Seton on Decrees, 4th ed., p. 1527, form 3, directing an inquiry as to the proceedings since the birth of the daughter, and giving leave to continue the proceedings against her was obtained, and subsequently proceeded upon. In May, 1882, the cause was heard on further consideration. In September, 1882, a son was born, and since that date divers proceedings had been taken in the suit. CHITTY, J., said that since the case was last mentioned, he had made further inquiries of the chief clerks and registrars, and re-considered the whole matter. What he was about to say was intended to supersede any observations that might have fallen from him previously in reference to the question raised in the present case. The rule now in force which governed the question was R. S. C., 1883, ord. 17, r. 4. That rule provided for the addition of parties on devolution or transmission of interest, "or by reason of any person coming into existence after the commencement of a cause or matter." These words appeared in ord. 50, r. 4, of the Rules of November, 1875, and were then new. They were not contained in the Chancery Procedure Amendment Act, 1852, s. 52, which was the provision in force before November, 1875. The cases of *Capps* v. *Capps* (L. R. 4 Ch. 1, 17 W. R. Dig. 137), and *Auster* v. *Haines* (17 W. R. 900, L. R. 4 Ch. 448), were decided under the Act of 1852. Then came several other decisions. In *Brown* v. *Huggins* (W. N., 1875, p. 59, Dan. Pr., 6th ed., 283, Note C.), the late Master of the Rolls suggested that a common order might be taken out to show cause why the infant should not be bound by the proceedings taken subsequently to its birth. In *Occleston* v. *Fullalove* (W. N., 1875, p. 92), Hall, V.C., acted on that suggestion. Both these cases were also under the Act of 1852. Then came two decisions made after November, 1875—viz., *Scruby* v. *Payne* (W. N., 1876, p. 227), and *Williams* v. *Williams*, in chambers, before Jessel, M.R., May 16, 1876, where the suggestion first made in *Brown* v. *Huggins* was adopted and followed. Afterwards Jessel, M.R., himself settled the form appearing in Seton on Decrees, 4th ed., p. 1527, form 3, not as was stated for use in the Rolls Chambers, but for use in the office of the Secretary of the Rolls, and, therefore, for general use. He, (Chitty, J.) had seen the original draft of the order, which appeared to have been very carefully settled, and bore corrections by the late Master of the Roll's own hand and in his writing. This order came in general use, and had actually been made use of in the present case, when the daughter was added as party. It might be observed that, with reference to *Haldane* v. *Rokford* (W. N., 1879, p. 80), the attention of Bacon, V.C., when saying that a supplemental action was necessary in a case where proceedings had been taken since the birth of the infant, did not appear to have been directed to the practice which had been originated by Jessel, M.R., and was then in general use. Under the order as settled by that learned judge no difficulty seemed to have occurred. The guardian was appointed and the inquiry prosecuted, in the presence of the infant appearing by his guardian, as to whether it was for the benefit of the infant that he should be bound by the proceedings, and it being found that it was for his benefit, he was bound accordingly. An objection had, however, been taken by the registrars to the effect that the order was conditional on appearance, because the infant was not made a party to the action in the first instance. And as appearance could not be entered under the order, if the infant by his guardian refused to appear, the order in such a case would be inoperative. The difficulty was one of a technical character, which might in some particular case be embarrassing. The difficulty, however, might be got over by prefacing the order as settled by Jessel, M.R., with a direction that the proceedings in the action be carried on between the plaintiffs and defendants and the infant. By means of such a direction, appearance could be entered. The first part of the order would make the infant a defendant in the action, and then regular service would be effected under ord. 17, r. 5, and the result would be that the infant would be a party to the action. The practice would, therefore, be assimilated to a case where the new party added was *sui juris*, and although a party *sui juris* could waive any objection, but an infant could not, yet the court could waive the objection on behalf of the infant, if it was satisfied that by so acting it was acting for the benefit of the infant. The practice, therefore, was for the infant first to be made a regular party, and then for the inquiry to proceed. If the inquiry was answered in the affirmative, the infant forthwith became bound. But if the inqury was answered in the negative, it would be open for the plaintiff to proceed by supplemental writ.—SOLICITORS, *Coode, Kingdon, & Cotton*, for *Coode, Shilton, & Co.*, St. Austells, Cornwall.

PRACTICE APPEALS FROM CHAMBERS.*

(Before Lord COLERIDGE, C.J., and CAVE, J.)

March 26.—*Compagnie Financière du Pacifique* v. *The Peruvian Guano Company.*

Ord. 31, rr. 5, 11, 24.

Interrogatories may be administered to several officers of a corporation upon subjects bearing upon the issues in an action peculiarly within the knowledge of the individuals interrogated.

Semble, answers may be required to the same question from more than one of such persons.

Order of Field, J., affirmed.

An answer to interrogatories is not open to objection in chambers, as containing irrelevant matter, merely because it makes reference to a document stated to be irrelevant, or because it contains qualifying matter, or because it contains an answer by the defendants to that part of the plaintiff's case with which the question deals.

Order of Field, J., reversed.

The action was founded upon an alleged contract to sell large quantities of guano to the plaintiffs.

The defendants pleaded in effect that the alleged contract was mere negotiation, and that if it was more, the parties who conducted it for the defendants had no power to do so.

The interrogatories in question were delivered by the plaintiffs, with the object of ascertaining what were the powers of the chairman and directors of the defendant company, addressed not only to the chairman, but also to five other persons who had been directors of the defendant company at the time of the negotiations above mentioned, and the secretary. Answers were filed by the chairman, but the defendants refused to procure affidavits in answer from the other persons named. Field, J., on appeal from the master, ordered that such of the interrogatories as the plaintiff should indicate should be answered, by any of the individuals to whom they were addressed at the option of the plaintiffs, and further ordered that further and better answers to several of the questions should be made by the chairman.

Against these orders the defendants appealed.

The appeals were heard at the beginning of March, and the court then decided to dismiss the appeal against the first order, being of opinion that the several persons interrogated were bound to answer upon those subjects, if any, peculiarly within their knowledge.

Upon the second question, the sufficiency of the answers of the chairman, their lordships reserved their judgment, which was delivered on the 26th ult. by Cave, J. The nature of the objections raised to the answer in question is sufficiently indicated in the judgment.

Barnes, for the defendants.

Pollard, for the plaintiffs.

CAVE, J., after stating the nature of the action and the question involved in the appeal, said:—The interrogatories in question seemed to go beyond the bounds of legitimate inquiry. For instance, the second asked what delegations of any functions or duty had been made to any official or agent since the establishment of the company. The fourth asked what powers, duties, or functions had been intrusted to the chairman. The fifth, what proxies, authorities, delegations, or appointments had been granted by each director to any other director down to the 15th of October, 1881. The answers might contain something material, but they must contain much that would be irrelevant. The defendants had answered that there were no delegations of any functions or duty to any official or agent in anywise relating to the matters in question in the action, and declining to answer further. The question was too wide, and, as it stood, the answer was sufficient. The plaintiffs might amend interrogatories 2, 3, 4, 5, 7, and 8, and, if so amended as to exclude irrelevant matter, they must be fully answered. The objection taken to the rest of the answers was that they contained irrelevant matter. The alleged irrelevant matter sometimes took the form of an objection to produce documents referred to in the answer, on the ground that they were irrelevant, sometimes that of a qualification of the answer, and sometimes that of an addition, containing a statement of the defendant's answer to that part of the case with which the question dealt. None of these afforded grounds of objection proper to be raised before a judge in chambers. If the objection to produce a document is not valid, production can be enforced; if it is valid, no harm is done by the defendants taking the objection in their answer. The second and third heads of objection might be dealt with together. Such objections ought to be

* Reported by CHARLES CAUNEY, Esq., Barrister-at-Law.

taken at the trial, where the judge, under ord. 31, r. 24, has power to direct the whole of an answer to be put in, if he thinks part ought not to be used alone. In using this power, he will be guided by the propriety and fairness of the qualification or addition. To allow such an objection to be raised at chambers, before a judge who knows little about the matter, would be a source of additional expense to the parties, when at the trial, without any additional expense at all, it could be decided by a judge who could know all that could be known.

Order of Field, J., reversed. Plaintiffs to have liberty to amend as above. Costs in divisional court and below; costs in the cause.

Solicitors for the plaintiffs, *Freshfields*.

Solicitors for the defendants, *C. & S. Harrison*.

(Before DAY and A. L. SMITH, JJ.)

March 29.—*Prosser* v. *Mallinson; North, Claimant.*

Ord. 57, r. 15.

In interpleader by a sheriff, where the execution creditor, upon ascertaining the nature of the claimant's right, consents to the withdrawal of the sheriff, he will not have to pay the costs of the interpleader.

The decision of Field, J., in chambers in *C.* v. *D.* (*ante*, p. 102) approved.

Semble, where a party, who has not been in attendance when a case has been called at chambers, afterwards obtains an order in the absence of the other side, he will be liable to costs if the order is set aside on appeal.

Appeal from an order of Field, J., ordering an execution creditor to pay the costs of an interpleader proceeding by the sheriff of Surrey in respect of goods seized in execution of a judgment of the 4th of February, 1884. The parties being in attendance to appear before Master Kaye upon the interpleader summons, the execution creditor, upon reading the claimant's affidavit, consented to an order for the withdrawal of the sheriff, which was made by the master, the question of costs being referred to the judge.

On March 21, Field, J., in the absence of Prosser's solicitor, who had gone away, believing the case, which had been twice called, to have been struck out of the list, made an order that the costs should be paid by the execution creditor.

McCall, for the execution creditor.

Rogers, for the claimant.

DAY, J.—This order is opposed to the decision in the case of *C.* v. *D.*, of which we approve. There is no suggestion here that the execution creditor acted maliciously or with negligence. It is clear the facts were not brought to the knowledge of the judge. Although this is an appeal as to costs, it is not discretion which is involved, but principle.

SMITH, J.—I agree that the decision in *C.* v. *D.* ought to guide us. The order here was made *per incuriam*, and, therefore, the appeal lies.

Appeal allowed, with costs.

Solicitors for the execution creditor, *Lovett & Co.*

Solicitor for the claimant, *Bradley*.

JUDGES' CHAMBERS.*

(Before FIELD, J.)

March 27.—*Seligmann and others* v. *Young.*

Pleading—Statement of claim—Particulars of misrepresentation—Ord. 19, rr. 6, 7.

This was an appeal by the plaintiffs from the order of a master that the plaintiffs amend the 4th paragraph of their statement of claim, by stating therein, pursuant to ord. 19, r. 6, particulars of the false and fraudulent representations therein alleged, and whether the representations first therein alleged were oral or in writing, and when and where made, and what was the nature of the false and fraudulent representations second therein mentioned, and whether oral or in writing, and when and where made.

The claim alleged that in consideration of the payment by the plaintiffs to the defendant of £900, the defendant agreed to find a purchaser for a mining grant belonging to the plaintiffs, and in default to return the £900. Paragraph 4 was as follows:—"Alternatively the plaintiffs say that the said sum of £900 was obtained from them by the false and fraudulent representation of the defendant; that he was in a position to sell the said grant and had found a purchaser or purchasers for the same; and, further, by false and fraudulent representations the defendant induced the plaintiffs to enter into an agreement, dated the 23rd day of January, 1883, with one Henry Chalmers Johnson."

Atherley Jones, for the plaintiffs, objected that the order was too wide, and was embarrassing.

Witt, for the defendant.

FIELD, J., affirmed the master's order.

Appeal dismissed; costs defendant's in any event.

Solicitors for the plaintiffs, *Coburn & Young*.

Solicitor for the defendant, *C. A. Chulow*.

* Reported by A. H. BITTLESTON, Esq., Barrister-at-Law.

March 28.—*Thomas Davies & Son* v. *Andrews.*

Execution—Judgment in action by two partners—Death of one—Survival of action—Ord. 17, r. 1—Ord. 42, r. 23 (*a*.).

This was an *ex parte* application for leave to issue execution on appeal from master. The affidavit of the solicitor for the plaintiff stated that judgment in the action had been signed for £32 and costs in 1879; that shortly after that the defendant went to Australia and had only recently returned; that the judgment was wholly unsatisfied; that the defendant was now living at Manchester and it was desired to issue a writ of *fi. fa.* against his goods, and that since the date of the judgment Thomas Davies has died, and Sidney Charles Davies now carried on business under the style of Davies & Son, and was the sole partner and representative of Thomas Davies & Son.

The master had indorsed the summons as follows:—"My reason for refusing this order was that I did not think that Sidney Charles Davies is the representative of the firm, Thomas Davies & Son, in whose name the judgment is signed, as there is no survivorship, but the firm of Thomas Davies & Son was dissolved by the death of Thomas Davies."

In support of the application, ord. 42, r. 23 (*a*.), and ord. 17, r. 1, were referred to, and it was urged that as the writ of survivor is abolished, if execution could not be had in such a case as the present there would be no remedy.

FIELD, J., held that an action did survive to one of two partners in whose favour judgment had been given, so that he could issue execution, although the other partner was dead, and made the order.

Appeal allowed.

Solicitors for the plaintiff, *Cooper & Co.*

March 28.—*Copley* v. *Jackson & Co.*

Costs—Recovery of less than £50—Ord. 65, r. 12.

This was an application by the plaintiff for an order, under ord. 65, r. 12, that the costs might be taxed as of an action in the High Court.

The action was brought in respect of work and labour done, and was commenced on November 27. Upon the hearing of a summons under order 14, the defendants obtained leave to defend upon payment into court of the sum claimed. After issue joined the action was sent down for trial to a county court, and the plaintiff recovered a verdict for £30.

FIELD, J.—In this case the plaintiff lives in London, and the defendants at Newcastle. If the plaintiff had brought his action in the Newcastle County Court, the expense must have been incurred of employing an agent there. That of itself will not be a sufficient reason for making this order, but the jury have negatived the case that was set up by the defendants upon the summons under order 14. The plaintiff had, therefore, reasonable ground for thinking that order 14 would apply to this case; and he did, in fact, get the benefit of payment into court under that order. Upon the whole, therefore, I think that the plaintiff should have his costs according to the scale in the High Court.

Order.

Solicitor for the plaintiff, *Edwin Smith*.

Solicitors for the defendants, *Brownlow & Howe*.

March 28.—*Jablochkoff Electric Light Co.* v. *McMurdo; Whitehall Third Party.*

Third-party procedure—Payment by third party to plaintiff—Defendant's costs—Ord. 16, r. 50.

This was an application by the defendant for an order for payment by the third party of the amount paid by the defendant as the costs of defending the action.

The action was brought for the recovery of unpaid calls on shares formerly held by the defendant in the plaintiff company. The defendant, by leave, served Whitehall, who was the transferee of the shares, with a third-party notice claiming to be indemnified by him against all liability in the action. Within a few days from the service of the third-party notice, Whitehall paid the plaintiff company, without the knowledge of the defendant, the amount for which the action was brought. Whitehall entered no appearance in the action.

In support of the application ord. 16, r. 50, was referred to.

It was contended, on behalf of the third party, that the defendant was not entitled to defend the action, and charge the third party with the costs of doing so, as an agent who had defended an action could not maintain an action against his principal for the costs incurred in doing so: *Gillett* v. *Rippon* (Moo. & M. 406), cited in Chitty on Contracts, 7th ed., p. 460.

FIELD, J., ordered that the third party should pay the defendant's costs of the action.

Solicitors for the defendant, *W. H. Smith & Son*.

March 28.—*Robinson and others* v. *Budgett & Co.*

Interrogatory as to documents—Previous affidavit—Ord. 31, rr. 11, 12.

This was an appeal from the master's refusal to order a further answer to an interrogatory.

The plaintiffs had administered interrogatories to the defendants, of which No. 5 was as follows:—"Have any letter or other written communications relating to *The Amaryllis*, or her proceeding, or her having proceeded, into 'Portishead Dock,' or relating to any of the matters in question

in this action passed between you or any and what agent of yours and the said Mr. Green, or the said Captain Dand, or the Portishead Dock Company, or any other and what officer or official of the Portishead Dock Company, other than those disclosed in your affidavit of documents in this action? If yea, describe the same sufficiently for the purposes of identification." The answer of the plaintiffs was as follows:—"In answer to the fifth interrogatory, I say that we have made an affidavit of documents in pursuance of an order for discovery, and we submit that the plaintiffs are not entitled to interrogate us as to documents."

J. Edge, for the plaintiffs, cited *Jones* v. *Monte Video Gas Company* (L. R. 5 Q. B. D. 566).

C. E. Jones, for the defendants.

FIELD, J.—In order to get this discovery the plaintiffs will have to show the existence and materiality of these documents by some admission of the defendants, either in their pleadings or affidavit, or by the inherent necessity of the case. Even if they could have shown in this manner that further documents existed, they have not taken the proper course in this case. They should have applied for a further affidavit of documents, instead of interrogating as to them.

Appeal dismissed, without prejudice to plaintiffs' right to apply for further affidavit of documents, if so advised; defendants' costs in any event.

Solicitors for the plaintiffs, *Maples, Teesdale, & Co.*, for *Leitch, Dodd, & Bramwell*, Newcastle-on-Tyne.

Solicitors for the defendants, *Whites, Renard, & Co.*, for *Henry Brittan & Co.*, Bristol.

March 28.—*Egerton* v. *Anderson*.

Default of pleading—Form of order giving leave to defend under ord. 14—App. (K.), No. 7—Ord. 21, r. 8.

This was an application by the defendant to set aside judgment that had been signed in default of statement of defence, on the ground that the statement of defence had been delivered within the time specified in an order of Master Walton's.

It appeared that a summons under order 14 had been heard on March 5, upon which the master made an order simply giving the defendant leave to defend. At the office, they refused to draw up the order except in the form given in App. (K.), No. 7, which involved the addition of the words "by delivering a defence within days after service of this order," the figure 8 being inserted in the blank. On March 10 the defendant drew up the order and served it on the plaintiff. On March 17 the plaintiff signed judgment for default of defence. On March 18 the defendant delivered the defence.

On behalf of the defendant it was contended that the judgment had been improperly signed, and that the plaintiff should pay the costs of it, the defence having been delivered within the time limited by the order, which was drawn up in the usual form.

On behalf of the plaintiff it was contended that, if the judgment was set aside, the defendant should pay the costs of it, as the order was improperly drawn up, and the defence should have been delivered within eight days after the order had been made, under ord. 21, r. 8.

FIELD, J.—There was no power to draw up the order in any other form than that in which it was made by the master. No time was limited by that order for the delivery of the statement of defence; and, consequently, it should have been delivered within eight days after the order, under ord. 22, r. 3. The form in which the order has been drawn up would enable the defendant by not serving it to indefinitely prolong the time for delivering the statement of defence. The order upon the summons under order 14 must be varied by striking out the words "within eight days after service of the order." The forms in App. (K.) should be altered by omitting those words.

Judgment set aside; costs of it to be plaintiff's in any event.

Solicitor for the plaintiff, *E. M. Armstrong*.

Solicitor for the defendant, *M. A. Brounstein*.

March 28.—*Daubuz and others* v. *Lavington*.

Specially-indorsed writ—Action for possession by mortgagee against mortgagor—Attornment clause—Ord. 3, r. 6 (*f.*).

This was an appeal from the master's order giving the defendant leave to defend under order 14. The question was whether the writ was specially indorsed under ord. 3, r. 6.

The indorsement on the writ was as follows:—"The plaintiff's claim is for possession of the freehold land and hereditaments known as the Twineham Grange Estate, containing together 161a. 2r. 39p. or thereabouts, with the capital messuage, stables, cottages, barns, outhouses, and appurtenances situate in the parish of Twineham, in the county of Sussex, which land and premises are on the tithe commutation map for the said parish numbered as follows," &c. The above-described land and hereditaments were demised by the plaintiffs to the defendant by indenture of the 19th of December, 1881, at the rent there mentioned, subject to a proviso that the plaintiff might at any time, after the 25th day of December, 1881, enter into and upon the said lands and hereditaments or any part thereof, and thereby, or in any other way they they might think fit, determine the tenancy thereby created, without giving to the defendant any previous notice to quit. The said tenancy of the defendant was duly determined by notice to quit and entry on the said lands and hereditaments on the 8th day of February, 1884."

The action was brought by mortgagees against the mortgagor for possession. The mortgage-deed was in the usual form, but contained an attornment clause in the following form:—"Lastly, the said mortgagees, being in possession according to the true intent and meaning of the Bills of Sale Act, 1878, do hereby demise unto the said mortgagor the lands, hereditaments, and premises hereinbefore expressed to be hereby granted, and the said mortgagor doth hereby attorn tenant thereof to the said mortgagees, the rent of £360 per annum being a fair and reasonable rent within the meaning of the said Act, to be paid in advance half-yearly on the 24th day of June and on the 25th day of December in every year, the first of such payments to be made on or before the execution of these presents, and the next on the said 24th day of June, and so on thenceforth. Provided, nevertheless, that the said mortgagees and the survivors and survivor of them, and the heirs of such survivor, their or his assigns, may, at any time after the said 25th day of December, 1881, enter into and upon the said lands and hereditaments, or any part thereof, and thereby, or in any other way they or he may think fit, determine the tenancy hereby created, without giving to the mortgagor any previous notice to quit. And, further, that nothing hereinbefore contained shall constitute the said mortgagees mortgagees in possession for any other purpose than the making of the above determinable demise, or subject them to any liability to account or other liability incident to the position of mortgagees in possession."

Scarlett, for the defendant.—This proviso is found in a document that is simply a mortgage deed. If the relationships of mortgagee and mortgagor and of landlord and tenant were allowed to exist together, there would be conflicting interests. It is submitted that the whole relationship of landlord and tenant must exist in every respect to bring a case within ord. 3, r. 6 (*f.*). Here the plaintiff is not really a landlord at all; he is a mortgagee. The object of the attornment clause is only to further secure the payment of interest. It is of no use at all except for that purpose. Further, this is a forfeiture for non-payment of interest, not a tenancy duly determined by notice to quit. He cited *West* v. *Fischer* (L. R. 3 Ex. 216).

FIELD, J.—The best conclusion I can come to is that this is a case within the words of ord. 3, r. 6 (*f.*). I do not mean to say that it is a matter free from doubt. With regard to the case of *Hobson* v. *Monk* (*ante*, p. 235), I have seen Mr. Justice Mathew, who says that he did not intend to lay down any general rule in deciding that case. What I have to decide is whether this is an action for the recovery of land by a landlord against a tenant whose term has expired or has been duly determined by notice to quit. The argument is that, in the present case, the plaintiffs are not entitled to specially indorse their writ, and, therefore, are not entitled to this remedy under order 14; and I quite admit that, although there is no defence to the action, unless the case is brought within the words of sub-section (*f.*), the defendant is entitled to succeed on this summons. The principal relationship between the parties here is, no doubt, that of mortgagor and mortgagee. Now, it very often happens that a mortgagee who is in possession does not get his interest. No prudent mortgagee advances his money with the immediate prospect of taking possession of the mortgaged property. As a rule he desires to get interest for the money he has lent. He prefers to have as security property let to tenants, which gives him an additional security beyond the mere power of taking possession. In the present case the mortgagee wanted to get, beyond the ordinary contract of mortgage, a substitute for the tenancy of a stranger. He, therefore, required that the mortgagor should put himself in the position of a tenant. Then, interest being in arrear, notice to quit is given, and, that not being complied with, this action for possession is commenced. The question now is whether that is brought by a landlord against a tenant whose term has been duly determined by notice. I think that the fact that there exists a contract between these parties, as between mortgagee and mortgagor, does not prevent another contract being superadded as between landlord and tenant. The rent is to be identical with the interest, and the object of the attornment clause is no doubt primarily to secure payment of the interest; while to secure possession, there is an express proviso that the mortgagee may determine the tenancy without giving any notice to quit. It seems to me that, according to the construction contended for on behalf of the defendant, no effect whatever is to be given to this contract of tenancy. I cannot myself doubt that the mortgagee is in this case a landlord, and that the mortgagor is his tenant; and that the tenancy has been duly determined by notice to quit.

Order for judgment; stay of execution pending an appeal. Costs in the cause.

Solicitors for the plaintiffs, *Hughes, Masterman, & Rew*.

Solicitor for the defendant, *Frank Cherry*.

March 29.—*Millard* v. *Baddeley and others*.

Judgment under order 14, summons for—Action upon bill—Defence, fraud—Examination of parties—Ord. 14, r. 3.

This was an appeal by the defendants from an order of a district registrar upon a summons under order 14.

The action was brought on a bill of exchange. The defendants' affidavit stated that the bill was originally obtained from him by fraud, and the plaintiff alleged that he was a *bonâ fide* holder for value. The district registrar ordered the parties to attend and be examined before him, under ord. 14, r. 3. After an investigation, lasting four days, the district registrar made an order for judgment.

Wallace, for the defendants.

Boddam, for the plaintiff.

FIELD, J.—It has been settled law for twenty years that, where there is fraud in the inception of a bill, there is no longer a presumption that value has been given, and the *onus* of proof is shifted. Where a defend

ant says that a bill was obtained from him by fraud, and that he therefore desires to have the fact that value was given by the plaintiff strictly proved, there is no power, upon a summons under order 14, to test the story of either party. It ought only to be in an exceptional case that the power given by this rule of examining the parties is exercised. It is the first time I ever heard of its being done. If it became a practice, it would lead to great expense, and to actions being tried upon the summons under order 14, which was never intended to be done.

Appeal allowed; leave to defend; costs, defendants' in any event.

Solicitors for the plaintiff, *Pitman & Lane*, for *Joseph Griffith*, Hanley.

Solicitors for the defendants, *Burn & Berridge*, for *Bennett, Hanley, & Julian*, Hanley.

March 31.—*Danger* v. *Nelson*.

This was an appeal from a district registrar.

The appellant had requested the district registrar to indorse the summons for the purpose of appealing, without giving notice of appeal, and he had refused to do so. It was stated that the practice of the district registrars was only to indorse the summons under ord. 35, r. 9, when they thought the point was a doubtful one; and that, in any other case, they left the party to the other alternative of appealing by notice in writing.

McCall, for the appellant.

FIELD, J.—The district registrar has no discretion in the matter. It is the right of the appealing party to have the summons indorsed by the registrar if he desires it.

Solicitor for the appellant, *G. Thatcher*.

Solicitors for the respondent, *Gregory & Co.*

CASES OF THE WEEK.

BANKRUPTCY NOTICE—RECEIVING ORDER—CONDITIONAL PAYMENT BY PROMISSORY NOTE WITHIN SEVEN DAYS AFTER SERVICE—BANKRUPTCY ACT, 1883, s. 4, SUB-SECTION 1 (G.).—In a case of *Ex parte Matthew*, before the Court of Appeal on the 27th ult., a question arose as to the propriety of a receiving order. A bankruptcy notice having been served on a debtor, he, within seven days after service, gave to the creditor a promissory note for the amount of the debt claimed, payable two months after date, and the creditor accepted it. Notwithstanding this, the registrar of the county court made a receiving order against the debtor, on the petition of the creditor, before the note had matured. The Court of Appeal (COTTON, BOWEN, and FRY, L.JJ.) discharged the order. In the first instance, FRY, L.J., expressed some doubt whether, by giving the promissory note, the debtor had paid, secured, or compounded for the debt within the meaning of sub-section 1 (*g.*) of section 4 of the Bankruptcy Act, 1883. But ultimately the Court held that, the promissory note being a conditional payment of the debt, the creditor could not, so long as the note was current, be allowed to obtain a receiving order upon the bankruptcy notice.—SOLICITORS, *C. R. Steele; Spyer & Son*.

BANKRUPTCY NOTICE—"FINAL JUDGMENT"—ORDER FOR PAYMENT OF COSTS—BANKRUPTCY ACT, 1883, s. 4, SUB-SECTION 1 (G.).—In a case of *Ex parte Schmitz*, before the Court of Appeal on the 28th ult., the question arose whether an order for the payment of the costs of an action was a "final judgment" within the meaning of sub-section 1 (*g.*) of section 4 of the Bankruptcy Act, 1883, so as to authorize the issue of a bankruptcy notice in the case of non-payment. An action was brought in March, 1883, in the Chancery Division for the specific performance of a contract. The defendants shortly afterwards executed the deeds necessary to carry out the contract, and, the object of the action having been thus obtained, an order was, on the plaintiff's application, made by Chitty, J., by which it was, by consent, ordered that, upon the defendants paying to the plaintiff his costs of the action, to be taxed as between solicitor and client, all further proceedings in the action should be stayed. Under this order the costs were taxed at £61 8s. On February 14, 1884, another order was, on the application of the plaintiff, made by Chitty, J., that the defendants should, on or before February 18, 1884, pay to the plaintiff the £61 8s., and also £7 7s. 10d., the ascertained costs of the application. These costs not having been paid, the plaintiff, on March 25, applied to the registrar to issue a bankruptcy notice against the defendants. The registrar refused to issue the order, on the ground that the order of February 14 was not a "final judgment" within the meaning of the Act. The Court of Appeal (COTTON, BOWEN, and FRY, L.JJ.) affirmed the decision. It was contended on behalf of the appellant that the term "final judgment" included any order which finally settled the question between the parties to an action, and that the case was distinguishable from *Ex parte Chinery* (*ante*, p. 327), the question there being whether a garnishee order absolute was a "final judgment" against the garnishee. The court held that it was not, but there the proceeding, in which the order was made against the garnishee, was not an action, as the proceeding in the present case was. COTTON, L.J., thought that the registrar was right. The only question was whether the order for payment of these costs would properly be described as a "final judgment." The question was, not whether it was a final order, but whether it was a "final judgment." Even if *Ex parte Chinery* had not been decided, his lordship would have been of opinion, as he was in that case, that the strict legal meaning must be given to the words, unless there was something in the context of the section which showed that another meaning was intended. He was of opinion that the words properly meant a judgment in an action, and that there was nothing in the context to show that they were used in any other sense. BOWEN, L.J., agreed. He thought the case was covered by the decision in *Ex parte Chinery*. The action had not been prosecuted to final judgment. FRY, L.J., was of the same opinion.—SOLICITORS, *Roscoe, Hincks, & Sheppard*.

ADJUDICATION OF BANKRUPTCY—ACT OF BANKRUPTCY COMMITTED BEFORE THE 1ST OF JANUARY, 1884—LIQUIDATION PROCEEDINGS PENDING ON THE 1ST OF JANUARY, 1884—SUBSEQUENT FAILURE OF CREDITORS TO PASS RESOLUTIONS—REHEARING—BANKRUPTCY ACT, 1869, ss. 4, 5, 94, 104, 169.—In a case of *Ex parte May*, before the Court of Appeal on the 27th ult., a question arose as to the validity of an adjudication of bankruptcy, made since the Bankruptcy Act of 1883 came into operation—*i.e.*, since the 1st of January, 1884, in a proceeding taken under the Bankruptcy Act, 1869. On the 12th of December, 1883, a debtor filed a liquidation petition in the London Bankruptcy Court. The first meeting of the creditors was held on the 28th of December, and was adjourned to the 15th of January, 1884. On that day the creditors met, and separated without passing any resolution and without any further adjournment, and the liquidation proceedings thus became abortive. On the 21st of January a creditor presented a bankruptcy petition against the debtor, under the Act of 1869, founded on the act of bankruptcy which had been committed by the filing of the liquidation petition, and on the 1st of February the court adjudicated the debtor a bankrupt. The debtor appeared on the hearing of the petition, but he raised no objection to the jurisdiction of the court, nor did he appeal from the adjudication. At this time it was supposed, in consequence of a decision of Mathew, J., in chambers, in *In re Carr*, on the 18th of January (referred to *ante*, p. 231), that this was the proper course of proceeding to take advantage of an act of bankruptcy committed before the Act of 1883 came into operation. Mathew, J., then directed that petitions for adjudication under the Act of 1869, in respect of acts of bankruptcy committed while that Act was in operation, were still to be received. But on the 22nd of February the Court of Appeal, in *Ex parte Pratt* (*ante*, p. 327), held that the proper way for a creditor to avail himself of such an act of bankruptcy by an independent petition of his own was by a petition under the Act of 1883. On the 14th of March, 1883, after the expiration of the twenty-one days allowed for appealing from the adjudication, the debtor applied to the registrar to appoint a day for him to apply for the rehearing of the bankruptcy petition, with a view to the discharging the adjudication for irregularity, on the ground that at the time of the presentation of the petition the creditor's right to present it, and the liability of the debtor to be adjudicated a bankrupt under the Act of 1869, had ceased. The registrar refused to grant the application, and his decision was affirmed by the Court of Appeal (COTTON, BOWEN, and FRY, L.JJ.). COTTON, L.J., was unwilling that any doubt should be thrown on the power of the court to direct a rehearing. But it was a power which ought to be exercised with great caution, and it should not be used for the purpose of extending the time for appealing from the original order. If the question raised was not one of jurisdiction, he should have thought the objection that the application for a rehearing was made after the expiration of the time for appealing from the adjudication a fatal objection—if, for instance, the question had been one affecting only the right of a particular creditor, such as the rejection of a proof. Here, however, the objection was that, having regard to section 169 of the Bankruptcy Act, 1883, which repealed the Act of 1869, the registrar had no jurisdiction to make the adjudication. But that section contained certain savings of existing rights and liabilities. Here the liquidation proceedings were pending when the Act of 1883 came into operation, and they afterwards became inoperative by reason of the failure of the creditors to pass any resolutions. This put an end to the liquidation proceedings in this sense, that they could not afterwards be made effective for the purpose of administering the debtor's property without some order of the court, but the proceedings were kept alive for the purpose of enabling the court to exercise the power, given to it by sub-section 12 of section 125 of the Bankruptcy Act, 1869, to adjudicate the debtor a bankrupt, and even for the purpose of enabling the court to direct a fresh first meeting of the creditors to be held. The creditor's petition in the present case was founded on the act of bankruptcy committed by the filing of the liquidation petition. It was a petition under the Act of 1869, and the adjudication was an ordinary one—not an adjudication under the special power given to the court by sub-section 12 of section 125. His lordship was of opinion that there was no jurisdiction to make an adjudication in that way, and that the right which the creditor would have had under the Act of 1869 to present the petition, and the liability of the debtor to be made a bankrupt in that way, were not saved by sub-section 2 (*b.*) of section 169. That was decided in *Ex parte Pratt*. But the debtor appeared on the hearing of the petition, and took no objection to the jurisdiction of the court to make the adjudication in that way. If, then, the court had jurisdiction to make the adjudication under the Act of 1869 in another way, and there was good ground for making it, the court ought not to allow a rehearing merely because the order of adjudication was made in a wrong form, the objection not having been raised when it was made. It was true that at that time it had been decided by Mathew, J., that the court had jurisdiction in such a case to make an adjudication under the Act of 1869, but a rehearing ought not to be allowed merely because of a subsequent different decision of the Court of Appeal on a question of law, except in a very special case. The question then was, whether the registrar had jurisdiction to make the adjudication under the Act of 1869 if he had proceeded in a different way. His lordship was of opinion that the registrar had jurisdiction to make the adjudication under the power given to the court, by sub-section 12 of section 125 of the Act of 1869, to convert a liquidation into a bank-

ruptcy, this power being kept alive by sub-section 3 of section 169 of the Bankruptcy Act of 1883, in the case of liquidation proceedings which were pending on the 1st of January, 1884. Therefore, though the order of adjudication was erroneous in form, yet, as it might have been made right in form, and the debtor was present when it was made, and did not take the objection, he ought not to be allowed now to have a rehearing. BOWEN, L.J., was of the same opinion. He agreed that the court ought not lightly to allow a rehearing after the time for appealing had expired, or to encourage applications for rehearing. The question was, whether this was an adjudication which the court could not have had jurisdiction to make if it had proceeded in the proper way. After the decision in *Ex parte Pratt*, it was clear that the proper course for a creditor to take, if he wished to present a bankruptcy petition, founded on an act of bankruptcy committed before the commencement of the Act of 1883, was to petition under that Act, and it followed, his lordship thought, that the court had now no power to make an adjudication under the Act of 1869 simply on the ground that an act of bankruptcy had been committed before the 1st of January, 1884. But there was one kind of adjudication which might still take place under the Act of 1869—*i.e.*, when liquidation proceedings were pending on the 1st of January, 1884, they were kept alive by sub-section 3 of section 169, and the court had still the power, if it chose to exercise it, of making an adjudication under the power given by sub-section 12 of section 125 of the Act of 1869. He thought that that was pointed out in *Ex parte Pratt*. It was true that the court in the present case, being misled by a previous decision, did make the adjudication on a wrong ground. But it would have had jurisdiction, if it chose to do so, and its attention had been called to the point, to make the very same adjudication under sub-section 12 of section 125, on the ground that there were pending liquidation proceedings, in which justice could not be obtained for the creditors unless they were converted into a bankruptcy. If the point had been taken, the court could have clothed itself with jurisdiction, under sub-section 12 of section 125. The debtor had no right to allow the court, which could exercise jurisdiction rightly, to exercise jurisdiction wrongly, and then come to the Court of Appeal and say that there was no jurisdiction to make the order which was made. The answer to him was, the court had jurisdiction if it had exercised it in the right form. FRY, L.J., was of the same opinion. He thought there was no doubt the court had jurisdiction to allow a rehearing. But, as a general rule, rehearings should be regulated with reference to the time limited for appealing. Otherwise a new right of appeal would be given. His lordship thought (though this was not the ground of his decision) that in the present case the delay from the 22nd of February to the 14th of March had not been sufficiently accounted for. It was not necessary to say what the present decision might have been if there had been absolutely no jurisdiction to make the adjudication, for his lordship agreed that, though the order was made in a wrong form, there was jurisdiction to make it in another form. It appeared to his lordship that, when liquidation proceedings under the Act of 1869 were pending on the 1st of January, 1884, and a receiver had been appointed who had not been discharged, then, if the proceedings became abortive, there were two courses open to a creditor. He might treat the filing of the petition as an act of bankruptcy, and present a bankruptcy petition founded on that act of bankruptcy; and, according to *Ex parte Pratt*, a petition under section 5 of the Act of 1883 might be founded on such an act of bankruptcy. But there was an alternative proceeding; and if the circumstances mentioned in sub-section 12 of section 125 of the Act of 1869 occurred, the court might adjudicate the debtor a bankrupt—*i.e.*, might convert the liquidation proceedings into bankruptcy proceedings. Therefore, though the court in the present case proceeded on an erroneous footing, there was jurisdiction to make the adjudication, if it had proceeded in the right way.—SOLICITORS, *Buchanan & Rogers; Spyer & Son.*

STATUTE OF LIMITATIONS—ACKNOWLEDGMENT OF DEBT.—In a case of *Green* v. *Humphreys*, before the Court of Appeal on the 31st ult., the question arose whether there had been an acknowledgment of a debt sufficient to exclude the operation of the Statute of Limitations. The plaintiffs were the executors of John Humphreys, and it was proved that there was a sum of £328 due in account between the defendant and the testator. The amount had been due for more than six years, and no payment of principal or interest had been made to John Humphreys or the plaintiffs for upwards of six years before the action was brought. The defendant having pleaded the statute, the plaintiffs gave in evidence the following letter:—"I thank you for your very kind intentions to give up the rent of Tyn-y-bwrwydd next Christmas, but I am happy to say at that time both principal and interest will have been paid in full." Pollock, B., held (23 Ch. D. 207) that the letter related to the debt in question, and that it contained a sufficient acknowledgment to imply a promise to pay, and accordingly gave judgment for the plaintiffs. The Court of Appeal (COTTON, BOWEN, and FRY, L.JJ.) reversed the decision. COTTON, L.J., said that it was needless to go into other cases where different words had been held sufficient or insufficient. The rule was that, if there was an unconditional acknowledgment, not controlled by other language, the court concluded that the party making the acknowledgment intended a promise to pay. If he acknowledged the debt to be due, the inference was an intention to pay. It had been said in one of the cases that an implication of law was insufficient. That was true with regard to an implied contract, but here the promise was to be inferred from what the party had said; it was not the case of a duty imposing upon him an obligation. The question was not whether there was an obligation implied by law, but whether from the written words a promise to pay could be inferred. Perhaps the expression of a hope to pay, along with an acknowledgment, would be enough, but in the words of the letter in question there was no acknowledgment. Therefore, the case was not taken out of the statute, and the appeal must be allowed. BOWEN, L.J., concurred. FRY, L.J., said there was no question as to a promise, it was only as to acknowledgment. The case presented a difficulty, because the letter referred to intentions as to which there was no evidence. It was for the party who relied on the document to produce the evidence. Was there a good acknowledgment? There must be an admission by the writer that a debt was owing by him. It was not enough to refer to a debt existing and due from somebody; there must be an admission of the debt by the writer.—SOLICITORS, *Hunters, Gwatkin, & Haynes; Davidson & Morriss.*

PETITION FOR APPOINTMENT OF NEW TRUSTEE—TRUSTEE ALLEGED TO BE OF UNSOUND MIND—TRUSTEE ACT, 1850, ss. 32, 52.—In a case of *In re Combs*, before the Court of Lunacy on the 29th ult., a question arose as to the appointment of a new trustee, on a petition under the Trustee Act, 1850, in the place of a trustee who was alleged to be of unsound mind, but had not been so found, having regard to the provisions of section 52 of the Act, which provides that, "Upon any petition being presented under this Act, to the Lord Chancellor, intrusted as aforesaid, concerning a person of unsound mind, it shall be lawful for the Lord Chancellor, should he so think fit, to direct that a commission, in the nature of a writ *de lunatico inquirendo*, shall issue concerning such person, and postpone making any order upon such petition until a return shall have been made to such petition." The alleged lunatic trustee appeared by counsel on the hearing of the petition, and asserted that he was not of unsound mind, and that there was no ground for removing him from the office of trustee. Under these circumstances, the Court (COTTON, BOWEN, and FRY, L.JJ.) held that it ought not to exercise jurisdiction under the Trustee Act. COTTON, L.J., said that, if the petitioners were in a position to do so, of course they could present a petition in the ordinary way for an inquiry into the trustee's state of mind, and they could bring an action in the High Court, on any sufficient grounds, to have him removed from his office. But his lordship thought that an order to remove him ought not to be made under the Trustee Act. He would not go into the question whether there was jurisdiction under the Act to make such an order. But ever since the Act came into operation it had been the constant course of practice to decline to decide litigiously against a trustee, on a petition under the Act, that he ought to be removed, and his lordship would not introduce a new practice. If a trustee could be removed adversely on the ground that he was of unsound mind, the same thing might be done on a petition on any ground which would justify the court in removing him in an action. An action could be brought in the High Court, or a petition might be presented in lunacy for an inquiry, at the ordinary risk as to costs. In *In re Walker* (Cr. & Ph. 147), a case under the Act 4 Geo. 4 and 1 Will. 4, c. 60, s. 5, Lord Cottenham, C., said (p. 150):—"I am of opinion that the Act was only intended to enable parties entitled to the benefit of a legal estate to obtain it from a person in whom it is vested, and who is admitted to be incompetent to convey it, and not to involve his family in a controversy, in which they have no sort of interest, as to whether he is a lunatic or not, merely for the accommodation of third persons." COTTON, L.J., said that that was his opinion in the present case. The power given by section 52 had never yet been exercised in a case in which a person alleged to be a lunatic contested the truth of the allegation, and said that there was no ground for removing him, and it might well be intended to apply to a case in which, though there was no contest, the court was not satisfied as to the unsoundness of mind, and it could then direct an inquiry. In his lordship's opinion the object of the Trustee Act was, not to create a new mode of procedure for determining hostilely to a trustee whether he ought to be removed, but only, when he was willing to be removed, and there was no contest that his state of mind was such that he ought to be removed, to provide a summary and easy procedure for his removal. BOWEN, L.J., concurred. FRY, L.J., was of the same opinion. Soon after the passing of the Act, Turner, V.C., in *In re Hodson's Settlement* (9 Ha. 118), said (p. 121):—"I think that this statute was not intended to give the court jurisdiction to remove a trustee where he states that he is desirous of continuing in the trust. The Act empowers the court, whenever it is expedient, to appoint a new trustee; but that provision is, I think, confined to the appointment, and does not extend to the discharge of a trustee who is willing to remain." Whether lunacy, if it existed, was a ground for removing or discharging a trustee, or whether it of itself created a vacancy, the contest in either case would be so similar in kind that the principle which induced the court to stay its hand under the Act in the one case would equally induce it to do so in the other. His lordship thought that no inference could be drawn from section 52 that the court had power to remove a trustee when his unsoundness of mind was contested. He thought the power given by section 52 was meant to apply to a case in which, though there was no contest, the court might desire to be better informed as to the alleged lunacy. The court would be departing from the well-established course of procedure if it were to allow a controversy as to the lunacy of the trustee to be gone into on a petition under the Trustee Act.—SOLICITORS, *Schultz & Son; Combs, Bayly, & Henley.*

WILL—CONSTRUCTION—LEGACY—SPECIFIC, DEMONSTRATIVE, OR GENERAL.—In a case of *McClellan* v. *Clark*, before Pearson, J., on the 27th ult., the question arose whether a legacy was specific, demonstrative, or general. A testatrix, after giving a variety of specific legacies, directed that her

trustees should stand possessed of the sum of £1,500, then invested in the Bombay, Baroda, and Central India Railway Company, upon trust, in case her brother should at any time within the period of five years after her death present himself to her executors and they should be satisfied of his identity, but not otherwise, to pay and apply the interest thereof for his benefit during his life; and she directed her trustees to receive the dividends of the trust fund as they should accrue due during the said five years, or until her brother should so present himself, and should invest the same in any security they might think fit so as to produce compound interest, and such interest, at the expiration of the five years, was to fall into and form part of her residuary estate. And the testatrix further declared that after the period of five years, or after the decease of her brother, and in either case, whichever should first happen, she bequeathed to a charity £500, being part of the said Bombay, Baroda, and Central India Railway shares. The testatrix died in 1881, and at her death she was not possessed of any shares whatever in the Bombay, Baroda and Central India Railway Company, and her brother had not made his appearance. The question was whether the charity was entitled to a sum of £500 to be paid out of the general estate of the testatrix. PEARSON, J., held that the gift to the charity had failed. He said that the question whether a legacy was specific or demonstrative was always very doubtful. Numerous cases had been decided upon the point, and many definitions had been laid down by the judges from time to time. This lady made her will in 1865, at which time it was evident she did not know whether her brother was alive or not. She then gave to her trustees a particular fund, and they were to pay the interest to her brother if he presented himself to them. It was clear to his lordship's mind that this was a legacy of a special fund, and not a general legacy of £1,500. At the time of her death in 1881 these railway shares had been disposed of, and it was reasonable to suppose that, as the brother did not make his appearance, the testatrix spent the money when she required it, and, the specific fund being no longer in existence, the legacy of £500 given to the charity in case the brother did not appear, which was to be paid out of that particular fund, had failed also, and the charity could not claim the amount out of the general estate. —SOLICITORS, *H. M. Phillips; John McClellan.*

INFANT—MAINTENANCE—DISCRETION OF TRUSTEES—CONTINGENT INTEREST GIVEN BY WILL—EXPRESSION OF CONTRARY INTENTION—DIRECTION TO ACCUMULATE INCOME—CONVEYANCING ACT, 1881, s. 43.—In a case of *In re Thatcher's Trusts*, before Pearson, J., on the 29th ult., the question arose whether trustees had a discretion to apply the income of a fund to which infants were, under a will, absolutely entitled, contingently on their attaining twenty-one, or, if daughters, marrying under that age, in or towards the maintenance and education of the infants, there being in the will an express direction to accumulate the income of the shares of the infants, and pay the same to them as and when their presumptive shares should become payable under the previous trust. Section 43 of the Conveyancing Act, 1881, provides that—"(1.) Where any property is held by trustees in trust for an infant, either for life or for any greater interest, and whether absolutely or contingently on his attaining the age of twenty-one years, or on the occurrence of any event before his attaining that age, the trustees may, at their sole discretion, pay to the infant's parent or guardian, if any, or otherwise apply, for or towards the infant's maintenance, education, or benefit, the income of that property, or any part thereof, whether there is any other fund applicable to the same purpose, or any person bound by law to provide for the infant's maintenance or education or not." "(3.) This section applies only if and as far as a contrary intention is not expressed in the instrument under which the interest of the infant arises, and shall have effect subject to the terms of that instrument, and to the provisions therein contained." PEARSON, J., held that the testator had not expressed a contrary intention, and that the trustees might apply the income in or towards the maintenance and education of the infants.—SOLICITORS, *J. & W. Maude.*

APPOINTMENT OF RECEIVER AND MANAGER—FORECLOSURE ACTION—BANKRUPTCY OF DEFENDANT—BANKRUPTCY ACT, 1883, s. 12.—In a case of *Deacon* v. *Arden*, before Pearson, J., on the 28th ult., a question arose as to the confirmation of the appointment of an *interim* receiver appointed by the Chancery Division, the defendant having meanwhile presented a bankruptcy petition, under which he had been adjudicated a bankrupt. The action was brought to enforce a mortgage by foreclosure or sale. The mortgage was of a freehold brewery and certain "tied" public-houses mentioned in a schedule to the deed, together with the fixed motive-power, machinery, plant, and utensils also mentioned in the schedule. The goodwill of the brewery business was not included in the mortgage. On the 4th of March, on an *ex parte* application by the plaintiff, Pearson, J., appointed an *interim* receiver of the rents and profits of the property comprised in the mortgage. The plaintiff then gave notice of motion for the appointment of a receiver and manager of the brewery business. This motion came on to be heard on the 21st of March, and it then appeared that on the 19th of March the defendant had presented a bankruptcy petition against himself upon which a receiving order was made the same day, and he was on the same day, on his own application, adjudicated a bankrupt. Thereupon Pearson, J., continued the *interim* order over the next motion day in order that the official receiver in bankruptcy might be added as a defendant to the action, and be served with notice of the motion. This was done, and on the 28th of March the motion came on again, and the official receiver appeared and opposed it, contending that the administration of the property ought to take place in bankruptcy, and that a special manager should be appointed under the powers conferred on the official receiver by section 12 of the Bankruptcy Act, 1883, until the appointment of a trustee in the bankruptcy. PEARSON, J., held that a receiver ought to be appointed in the action, and he accordingly made an order appointing a receiver of the property comprised in the mortgage, with power to carry on the business of the brewery, and for that purpose to use any of the property comprised in the schedule to the mortgage deed.—SOLICITORS, *Ashurst, Morris, & Co.; Jennings, Son, & Burton.*

COSTS—FURTHER CONSIDERATION—APPEARANCE OF PARTIES UNNECESSARILY.—In a case of *Lees* v. *Stanley*, before Pearson, J., on the 31st ult., a question arose as to the costs of persons appearing on the further consideration of an administration action. PEARSON, J., said that, though the court could not prevent the appearance of persons who were entitled to appear, if more persons appeared than was necessary, the court could protect the estate by giving only one set of costs among them. He understood that this had been recently done in the Probate Division, and he should act upon that rule in such circumstances.—SOLICITORS, *Field, Roscoe, & Co.*

PRACTICE—DISPUTE AS TO TERMS OF ORDER—DIFFERENCE BETWEEN INDORSEMENTS ON COUNSEL'S BRIEFS—EVIDENCE BY AFFIDAVIT.—In a case of *Free* v. *Amery*, before Pearson, J., on the 28th ult., a question arose as to the exact terms of a previous order. PEARSON, J., said that when an order had been made by the court after argument, and a question subsequently arose as to the exact terms of the order, it must be determined by the note taken by the registrar who was in court at the time. But when an order was taken by arrangement between the parties, the court having nothing to do with settling the terms of it, and a dispute afterwards arose as to the terms agreed upon, he would not allow affidavits to be filed to show what were the terms which the parties had intended. This course had frequently been adopted, and had caused considerable expense. In future he should not allow any costs of such affidavits, and he should treat the matter as if no order had been made.—SOLICITORS, *Soames, Edwards, & Jones.*

WILL—ACCEPTANCE OF TRUST BY LEGATEE—SUBSEQUENT DECLARATION OF TRUST BY UNATTESTED PAPER—NON-COMMUNICATION TO TRUSTEE.—In a case of *In re Boyes, Boyes* v. *Carritt*, before Kay, J, the judgment in which was delivered on the 29th ult., an important question arose as to the validity of a trust contained in two letters written by a testator, and addressed to his executor and universal legatee, but not communicated to him until after the testator's death. The deceased some time before his death had made a will, by which he constituted the defendant, who was his solicitor, executor, and sole beneficiary. He informed the defendant of this, telling him that he was to hold the property as trustee for certain objects of his bounty, which he would indicate to him later, to which the defendant assented. The testator then proceeded abroad, and died at Ghent in 1882, without having given any directions to the defendant with regard to the property; but after his death two letters, in his handwriting, were found in his desk sealed up and addressed to the defendant, in both of which he expressed his desire that the defendant should have £25 to buy a trinket in memory of him, and that all the rest of his property should go to a lady who had been travelling with him. The lady stated that the testator had told her of his having written the letters, the second being in case the first should be lost, also where she would find them in case of his death, and directed her in such case to forward them to the defendant, which she did. Proceedings having been commenced in the Probate Division by the next of kin to recall the grant of probate to the defendant, he admitted, in the course of those proceedings, that he held the property as trustee only, but that he considered a trust was established in favour of the lady. Thereupon those proceedings were discontinued, and this action was instituted by the next of kin in the Chancery Division for a declaration that the defendant was a trustee for them. KAY, J., held that the next of kin were entitled to the property. His lordship referred to the authorities as deciding, on the one hand, that if it had been expressed on the face of the will that the defendant was a trustee, but the trusts were not thereby declared, no trust declared afterwards by a paper not executed as a will could be binding. On the other hand, it was well established that where no trust appears on the face of the will, but the testator has been induced either to make, or not to revoke, a will by a promise on the part of the legatee to deal with the property in a specified manner, the court treats the trust as binding on the conscience of the legatee, and compels its performance. But no case has ever yet decided that a testator can, by imposing on a legatee a trust, the objects of which he does not communicate to him, enable himself to evade the Statute of Wills by declaring those objects in an unattested paper found after his death. In order to make such a trust binding, it is essential that it should be communicated to the legatee in the testator's lifetime, and that he should accept that particular trust. It might be that he would be bound by a trust contained in a sealed packet, according to which he had engaged to hold the property, although he might not know the actual terms of the trust, the reason being that had he not so accepted it the testator would have revoked his will. But suppose the case of an engagement to hold the property only upon the terms of a paper that might be found after the testator's death—even assuming the evidence here to amount to that—the rule of law would intervene which prevents a testator from declaring a trust by a paper not executed as a will. For this purpose there was no difference between the case of a legatee declared to be a trustee on the face of the will, or becoming so by his own undertaking. A legatee could not, by accepting an indefinite trust, enable a testator to make an unattested codicil. His lordship added an expression of regret at the testator's evident intentions being frustrated, although to

effectuate them would be to make a serious innovation on the law relating to testamentary instruments, and concluded by expressing a hope that the next of kin would consider the claim which this lady had upon their generosity.—Solicitors, *Bell, Brodrick, & Gray; Reyroux, Phillips, & Golding.*

Power to appoint Trustees—Restraint on Exercise by Alienation—Concurrence of Alienees.—In a case of *Hardaker* v. *Moorhouse*, before North, J., on the 25th ult., the question arose whether the donee of a power to appoint new trustees during his life could be restrained, by the alienation of his interest under the settlement, from exercising his power without the consent of the alienees. By a settlement of 1862 four cottages and the sum of £200 were settled upon trust to pay to A. an annuity of £20, and subject thereto in trust for B., and the settlement contained a power to the latter to appoint new trustees during his life. In 1865 B. mortgaged his interest in the whole of the trust property to C. In 1867 C. sold the cottages under his power of sale, subject to the annuity, but the purchase-money was not sufficient to pay off his mortgage in full. The investments representing the £200 were not sold, and B. retained his equity of redemption therein. In 1872 the defendant became beneficially interested in the cottages, and obtained possession of them. In 1874 the surviving trustee of the settlement died, leaving the defendant his executor, who thereupon became entitled to the £200 on the trusts of the settlement. The defendant managed the trust from that time till the commencement of the action. In 1882 B. appointed two new trustees without notice to the defendant, who declined to pay over the £200, on the ground that no appointment of trustees was valid without the consent of all the persons interested in the property. North, J., said that the person primarily interested in the settled property was the annuitant, and that the power, not being limited to the continuance of the donee's estate, did not contemplate the cesser of the trust by a person not being willing to consent to an appointment. In his lordship's opinion the exercise of the power did not depend upon the question whether B. had or had not the estate; moreover, he had not parted absolutely with his interest in the whole estate. It followed, from the argument of the defendant, that parting with the smallest portion of the estate would prevent the donee of the power from exercising it as to the whole. To make the exercise of such a power dependent upon the will of the alienees might inflict great hardship upon the *cestuis que trustent*, by forcing them to apply to the court to appoint new trustees. His lordship then reviewed *Alexander* v. *Mills* (19 W. R. 310, L. R. 6 Ch. 124), and the authorities therein discussed, and came to the conclusion that the power in B. was not extinguished by the alienation of his estate; and the exercise of the power, not being a derogation from his grant, was valid without the consent of the alienees, as the question depended upon the original terms of the settlement, and was not affected by what subsequently happened.—Solicitors, *Jaques, Layton, & Jaques*, for *Watson & Dickons*, Bradford; *Killick, Hutton, & Vint*, Bradford.

Estoppel—Probate Action—Compromise—Setting aside—Fraud—Forgery of Will—Revocation of Probate.—In the Probate, Divorce, and Admiralty Division, on the 1st inst., judgment was delivered in the case of *Priestman* v. *Thomas*. The statement of claim alleged that the plaintiff was the executor of the will of James Whalley, executed in April, 1881; that an alleged will of the deceased, bearing date the 27th of March, 1881, had been propounded in a former action, to which the present plaintiff was a party; and that the present plaintiff, relying upon certain false representations, had agreed to a compromise of the action; that afterwards, on discovering that the will of March, 1881, was a forgery, a suit was instituted in the Chancery Division for the purpose of setting aside the compromise; that the said suit was afterwards transferred to the Queen's Bench Division, and was tried before Manisty, J., when the jury found that the compromise had been obtained by the fraud of Thomas, one of the present defendants; and that the will of March, 1881, was a forgery. The plaintiff sought a declaration that the defendants were estopped from denying that the compromise was a fraud, and a revocation of the grant of probate, on the ground that the will of March, 1881, was forged. The defendants, by their statement of defence, denied the execution of the will alleged to have been made in April, 1881, and the allegations as to the forgery, and as to the compromise having been obtained by fraud; and they alleged that they were not estopped by the judgment in the chancery suit from denying the forgery. The court having directed the question of estoppel to be argued before the trial of the issue of fact, the plaintiff's counsel had contended that the defendants were estopped by the judgment in the chancery action from denying that the will was a forgery, since the issue in both suits was the same in substance, if not in form. On behalf of the defendants it was contended that there was no estoppel, since the two actions had been brought for different objects, and that the plaintiff ought to have claimed a revocation of probate in the chancery action. Hannen, P., after taking time to consider his judgment, now held that the defendants were estopped by the previous judgment from denying that the will was a forgery, since the issue in the two actions was practically identical, and he based his decision upon the case of *Flitters* v. *Allfrey* (L. R. 10 C. P. 29), where the earlier authorities on the same subject are collected. In that case the judgment of a county court was held to be conclusive upon a question of tenancy, and the court examined the judgment of the county court judge to ascertain what had been actually decided. With reference to the argument that revocation of probate ought to have been claimed in the chancery action, it was clear that such relief was not within the jurisdiction of the Chancery Division under the Judicature Acts. The question of estoppel must therefore be decided in favour of the plaintiff.—Solicitors, *Torr, Janeways, Gribble, & Oddie; Bell & Steward.*

SOLICITORS' CASES.

Queen's Bench Division.*

(Before Day and Smith, JJ.)

March 28.—*Combe* v. *Brown.*

Ord. 70, rr. 5, 11—Costs ordered to be paid by defendants' solicitor.

This was an application to restore to the paper a notice of motion by the defendant, on appeal from Field, J., affirming an order of Master Gordon, under order 14, giving the plaintiff judgment in an action for recovery of possession of a house. The said appeal was dismissed with costs on March 12, counsel not appearing in its support.

On the present occasion counsel appeared, but when the case was called on he stated that he was without the necessary affidavit, which he had been led to expect would have been supplied to him.

A. G. McIntyre, for the plaintiff, applied that the court would order the costs of the motion to be paid by the defendants' solicitor.

The Court dismissed the application, and made the order asked for as to costs, pointing out that the solicitor's office was in the immediate neighbourhood of the courts, and that there could be no excuse for the neglect.

OBITUARY.

MR. MARTIN HUNNYBUN.

Mr. Martin Hunnybun, solicitor, of Huntingdon, Thrapston, and Oundle, died at Huntingdon on the 26th ult. Mr. Hunnybun was born in 1807. He was admitted a solicitor in 1831, and he had carried on business at Huntingdon for about half a century, having more recently had branch offices at Thrapstone and at Oundle. He was a perpetual commissioner for Huntingdonshire and Northamptonshire, and he had a very extensive private practice. He had also held several important public appointments. He was town clerk of Godmanchester and clerk to the magistrates of that borough, and he was formerly clerk to the Huntingdon Board of Guardians and superintendent registrar. Mr. Hunnybun was, at the time of his death, associated in partnership with his sons, Mr. Gerald Hunnybun, who was admitted in 1873, and is clerk to the county magistrates at Thrapstone, and Mr. Edward Walter Hunnybun, who was admitted a solicitor in 1881, and is clerk to the Huntingdon Board of Guardians.

LEGAL APPOINTMENTS.

Mr. George Clavell Filliter, solicitor, of Wareham, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Robert Richardson Ambler, solicitor, of Liverpool and Birkenhead, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Henry John Walker, solicitor, of Manchester, has been appointed by the Right Hon. Sir James Hannen to be Registrar of the District Probate Registry at Manchester, in succession to Mr. John Burder, deceased. Mr. Walker is also district registrar at Manchester under the Judicature Acts. He was admitted a solicitor in 1867.

Mr. Richard Farmer, solicitor (of the firm of Parry, Gamon, & Farmer), of Chester and Liverpool, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. George Cole, solicitor, of 1, Church-court, Clement's-lane, has been elected Vestry Clerk of the parishes of St. Clement Eastcheap, and St. Martin Orgar. Mr. Cole was admitted a solicitor in 1879. Both appointments were held by his father, the late Mr. George Henry Cole.

DISSOLUTIONS OF PARTNERSHIPS.

James Fraser and Charles Wilfrid Blaxland, solicitors (Fraser & Blaxland), Ashford. March 25.

William Howard, James Inglis, and Frederic John Keeling, solicitors (Howard, Inglis, & Keeling), Colchester. March 25.

[*Gazette*, March 28.]

Thomas William Marchant, Peregrine Purvis, and Henry Benwell, solicitors (Marchant, Purvis, & Benwell), 8, George-yard, Lombard-street, London, and the London and County Bank-building, Broadway, Deptford, Kent. March 31. The said Thomas William Marchant and Henry Benwell will continue to practise at 8, George-yard, Lombard-street, and the London and County Bank-buildings, Broadway, Deptford, Kent, under the style of Marchant & Benwell.

John Thomas Watson and Joseph Wheatley, solicitors (Watson & Wheatley), 23, Leadenhall-street, London. March 28.

[*Gazette*, April 1.]

Mr. William Shaw, Q.C., of the North-Eastern Circuit, has been elected Treasurer of Gray's-inn for the ensuing year.

* Reported by Charles Cagney, Esq., Barrister-at-Law.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

March 27.—*Bill Read a Second Time.*

Consolidated Fund (No. 1) (also read a third time).

Bills Read a Third Time.

PRIVATE BILLS.—West Cheshire Water; Nar Valley Drainage; Scottish Imperial Insurance Company.

Valuation (Metropolis) Amendment.

New Bill.

Criminal Law Amendment (Earl of DALHOUSIE).

March 28.—*Royal Commission.*

The Royal Assent was given by Commission to the Consolidated Fund No. 1) Bill and the Valuation of the Metropolis Act (Amendment) Bill.

Bills in Committee.

Intestates' Estates; Local Government Provisional Orders (both passed through Committee).

Bills Read a Third Time.

PRIVATE BILLS.—Llanfairfechan Water; South Stockton Local Board; Ouse (Lower) Improvement.

March 31.—*Bills Read a Second Time.*

PRIVATE BILLS.—Hallett's Estate; West Lancashire Railway (Capital).

Bills Read a Third Time.

PRIVATE BILL.—Tees Conservancy.

Local Government Provisional Orders.

April 1.—*Bills Read a Second Time.*

PRIVATE BILL.—Rickmansworth Water.

City of Norwich (Mousehold Heath) (Provisional Order).

Metropolitan Commons (Provisional Order).

Isle of Man Harbours.

Fresh Water Fisheries Act Amendment.

Bills Read a Third Time.

PRIVATE BILLS.—Walker and Wallsend Gas; West Derby Local Board; Teign Valley Railway.

HOUSE OF COMMONS.

March 27.—*Bill in Committee.*

Isle of Man Harbours (passed through Committee and read a third time).

Bills Read a Third Time.

Bankruptcy Appeals (County Court).

PRIVATE BILLS.—Kingston-upon-Hull Corporation Water; Mersey Docks and Harbour Board; West Ham Local Board.

March 28.—*Bill Read a Second Time.*

Army (Annual).

New Bill.

Bill to declare and explain the 68th section of the Waterworks Clauses Act, 1847 (Mr. TORRENS).

March 31.—*Bills Read a Second Time.*

PRIVATE BILLS.—Bolton-le-Sands and Warton Reclamation; Bradbury and Lomax's Patent; Burry Port and North-Western Junction Railway; London Southern Tramways (Extensions); North London Tramways; Croydon, Norwood, Dulwich, and London Railway; London and South-Western Railway.

Bills Read a Third Time.

PRIVATE BILLS.—Barrmill and Kilwinning Railway; Denbighshire and Shropshire Junction Railway; Longton Extension; Rochdale Corporation; Severn Bridge and Forest of Dean Central Railway.

April 1.—*Bill Read a Second Time.*

Married Women's Property Act Amendment.

LEGAL NEWS.

What is believed to be the first prosecution of an alleged fraudulent debtor under the new Bankruptcy Act took place on Monday before the Wrexham County Justices. The prisoner was committed to the assizes for trial.

In the House of Commons on Tuesday, in answer to Mr. Norwood, Sir W. Harcourt said that the question of the two judges of the Probate Division going on circuit was under consideration, and that he would represent to the Lord Chancellor the views of the hon. member as to the inexpediency of that practice.

The Bar Committee have appointed a special sub-committee, consisting of one Queen's Counsel and four juniors, for the purpose of watching the operation of the new Judicature and Bankruptcy Rules. Members of the bar in whose practice cases may occur in which the new rules work unsatisfactorily are invited to bring such cases to the attention of the special sub-committee by communicating with the hon. secretary, Mr. S. H. S. Lofthouse, Farrar's-building, Temple.

The *Daily News* states that a meeting of judges' clerks was recently held to take into consideration the existing regulations respecting the supplying of solicitors with judges' notes for use in court. Should the notes be written out by a clerk to a judge of the Common Law Division the fees are paid in stamps, and the amount goes to the revenue, whereas in the case of a clerk to a judge of the Chancery Division the fees are paid to the clerk himself. It was ultimately resolved that a petition should be drawn up and presented to the judges praying that a uniform system should prevail, and asking that in future the clerk supplying such notes should be paid for them.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Court of Appeal.	V. C. Bacon.	Mr. Justice Kay.
Monday, April	7	Mr. Teesdale	Mr. Clowes	Mr. King
Tuesday	8	Farrer	Koe	Merivale
Wednesday	9	Teesdale	Clowes	King
Thursday	10	Farrer	Koe	Merivale
		Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, April	7	Mr. Pemberton	Mr. Jackson	Mr. Lavie
Tuesday	8	Ward	Cobby	Carrington
Wednesday	9	Pemberton	Jackson	Lavie
Thursday	10	Ward	Cobby	Carrington

The Easter Vacation will commence on Friday, the 11th day of April, and terminate on Tuesday, the 15th day of April, 1884, both days inclusive.

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BORAX COMPANY, LIMITED.—Petition for winding up, presented Mar 27, directed to be heard before Pearson, J., on April 5. Munk and Co, Queen Victoria st, solicitors for the petitioner

GROSVENOR GALLERY LIBRARY, LIMITED.—Petition for winding up, presented Mar 27, directed to be heard before Chitty, J., on April 5. Cave and Cave, Walbrook, solicitors for the petitioner

GROSVENOR GALLERY LIBRARY, LIMITED.—Petition for winding up, presented Mar 28, directed to be heard before Chitty, J., on April 5. Miller and Co, Salters' Hall ct, solicitors for the petitioner

MONA BREWERY COMPANY, LIMITED.—Creditors are required, on or before April 28, to send their names and addresses, and the particulars of their debts or claims, to Mr. Albert Allanson, St David's rd, Carnarvon. May 7 at 12 is appointed for hearing and adjudicating upon the debts and claims

YORK CLUB, LIMITED.—Petition for winding up, presented Mar 24, directed to be heard before Chitty, J., on Saturday, April 5. Palmer and Bull, Bedford row, agents for Lamb and Evett, Brighton, solicitors for the petitioner

[*Gazette*, Mar. 28.]

BRITISH GUARDIAN LIFE ASSURANCE COMPANY, LIMITED.—Holders of policies and creditors are required, on or before May 1, to send their names and addresses, and the particulars of the policies in respect whereof they claim, and the amounts of premiums paid thereon respectively, to Mr. Edward Hart, 14, Moorgate st

BRISTOL, CLIFTON, AND WEST OF ENGLAND CO-OPERATIVE SUPPLY ASSOCIATION AND PROVISION MARKET, LIMITED.—Chitty, J., has, by an order, dated Mar 21, appointed Stephen Tryon, Albion chmbrs, Small st, Bristol, to be official liquidator

CHARLES DRAKE AND COMPANY, LIMITED.—Kay, J., has fixed Tuesday, April 8, at 12, at his chambers, for the appointment of an official liquidator

COLEFORD HEMATITE IRON ORE COMPANY, LIMITED.—By an order made by Bacon, V.C., dated Mar 22, it was ordered that the company be wound up. Coburn and Young, Leadenhall st, solicitors for the petitioner

MONA BREWERY COMPANY, LIMITED.—Bacon, V.C., has, by an order, dated Mar 8, appointed Mr. Albert Allanson, St David's rd, Carnarvon, to be official liquidator

PYRAMID ELECTRIC COMPANY, LIMITED.—Petition for winding up, presented Mar 27, directed to be heard before Bacon, V.C., on April 26. Attenborough, Ely pl, agents for Collins, Ross, solicitors for the petitioners

ULVERSTON MINING COMPANY, LIMITED.—Kay, J., has, by an order, dated Ma 19, appointed Stephen Hart Jackson, Ulverston, to be official liquidator

[*Gazette*, April 1.]

UNLIMITED IN CHANCERY.

LONDON GAS ENGINE SYNDICATE.—Petition for winding up, presented Mar 26, directed to be heard before Pearson, J., on Saturday, April 5. Parker, Great Winchester st bldgs, solicitor for the petitioner

TRUST AND AGENCY COMPANY.—Chitty, J., has fixed Friday, April 4, at 12, at his chambers, for the appointment of an official liquidator

[*Gazette*, March 28.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

FENISCOWLES PAPER MILL COMPANY, LIMITED.—Petition for winding up, presented Mar 20, directed to be heard before the Vice-Chancellor, at the Assize Courts, Manchester, on Monday, April 7, at 10.30. Addleshaw and Warburton, Manchester, solicitors for the petitioner

[*Gazette*, March 28.]

UNLIMITED IN CHANCERY.

DUCIE BRIDGE PERMANENT BENEFIT BUILDING SOCIETY.—Petition for winding up, presented March 29, directed to be heard before Fox-Bristowe, V.C., on Apr 17, at the Assize Courts, Strangeways, Manchester. Rycroft and Pickup, Manchester, solicitors for the petitioner

[*Gazette*, April 1.]

FRIENDLY SOCIETIES DISSOLVED.

SOCIETY OF BROTHERLY LOVE, Cardinal's Hat Inn, Harleston, Norfolk. March 26

[*Gazette*, March 28.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

ANDREW, MARK, Mossley, York, Gent. April 25. Andrew v Kershaw, Chitty, J. Buckley, Ashton under Lyne
BEATY, RICHARD IRVING, Blackburn, Lancaster. April 17. Jardine v Cook, Chitty, J. Withers, Blackburn
SITWELL, GEORGE FREDERICK, York, Captain. May 1. Sitwell v Sitwell, Kay, J. Hassard, Great George st, Westminster

[*Gazette*, March 25.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

AYLES, JOHN GEORGE AUGUSTUS, Bassett, Southampton, Retired Major-General. Apr 28. Stead and Co, Romsey, Hampshire
BATTERSBY, ISAAC, Coleshill st. Apr 15. Lockyer and Dinn, Gresham bldgs
BIRD, WILLIAM, Great Cumberland pl, Esq. May 1. Freeman and Bothamley, Queen st, London
CHEEK, JOHN, Primrose hill rd, Regent's park, Esq. May 31. Watson and Co, Bridge rd, Hammersmith
CHILD, TOBIAS, Hathersage, Derby, Gent. June 30. Broomhead and Co, Sheffield
CLIFTON, BENJAMIN, Alvechurch, Worcestershire, Yeoman. May 6. Wright and Co, Oldbury
COGAN, CAROLINE. Queen's rd, Twickenham. May 1. Nye and Greenwood, Serjeant's inn, Fleet st
DUTTON, RICHARD, Frankfields, Seal Chart, Sevenoaks, Kent, Farmer, May 3. Downing, Basinghall st
ELAM, LUCY, Sedburgh, York. Apr 30. Matthews, Tickhill, York
ELLIOT, JOHN MITCHELL, Captain 94th Regiment. June 24. Field and Sons, Leamington Priors
HARDING, REBECCA WHITE, Bradford, Peverill, Dorset. Apr 28. Andrew and Co, Dorchester
HAWKE, GEORGE, Sheffield, Butcher. May 1. Young and Co, Sheffield
HOPGOOD, THOMAS, Rotherham, York, Gent. May 13. Oxley and Coward, Rotherham
JAMES, ELIZABETH SARAH LAWFORD, Forest hill, Kent. Apr 18. Berry and Co, Chancery lane
JAMES, WILLIAM FREDERIC, Forest hill, Kent. Apr 18. Berry and Co, Chancery lane
JEFFERIS, BENJAMIN, Leeds, Watchmaker. Apr 21. Walker and Tweedale, Leeds
KELSO, STEPHEN WRIGHT, Liverpool, Merchant. Apr 21. Gregory, Liverpool
KIRBY, CHRISTOPHER, Halifax, Surgeon. May 2. England and Foster, Halifax
LEE, JANE, Charlton, Kent. June 24. Richardson, Woolwich
MADDEN, THOMAS, St. Deny's, Southampton, Retired Captain. May 18. Bassett and Co, Southampton
REDISH, EDWARD, Beckenham, Kent. May 10. Marshall, Theobald's rd, Gray's inn
STANDEN, JAMES, Horsmonden, Kent, Farmer. Apr 25. Hinds and Son, Goudhurst
SWINBURNE, THOMAS, Darlington, Tobacco Manufacturer. May 8. Dunn and Watson, Darlington
WATERS, SAMUEL, Hounslow, Retired Officer of Inland Revenue. Apr 25. Goldring, White Lion st, Norton Folgate
WOLSTENHOLME, NANCY, Summerseat, Lancaster. Apr 28. Grundy, Bury, Lancashire

[*Gazette*, Mar. 25.]

BATTERSBY, JAMES, Bury, Lancaster, Caretaker of Offices. May 1. Harper, Bury
CHARLES, MARGARET, Exeter. Apr 23. Neish and Howell, Watling st
COX, ELIZA, Cheltenham. May 1. Winterbotham and Co, Cheltenham
DALE, ROBERT, Tollington park, Holloway, Gent. Apr 30. Vanderpump, Gray's inn sq
FLEMING, LOUISA, Cookham, Berks. May 31. Simonds and Goolden, New inn, Strand
GEARON, MARGARET, Bloomsbury st, Oxford st. May 7. Gibson, Lincoln's inn fields
GOSS, SAMUEL, Newport, Monmouth, Oil and Grease Merchant. Apr 31. Vaughan, Newport
GRAY, HENRY, Maidenhead, Berks, Carman. Apr 21. Miller and Co, Salters' Hall ct, Cannon st
HALL, MARY JANE, Stratford, Essex. May 15. Thompson and Debenhams, Salters' Hall ct, Cannon st
HARRIS, WILLIAM, North grove, Highgate, Esq. Apr 21. Wordsworth and Co, Threadneedle st
HARVEY, JOHN TAPLEY, Torquay, Builder. May 1. Hooper and Wollen, Torquay
HORN, RICHARD, Stanhope gardens, South Kensington, Esq. Apr 30. Scott, Belmont, Upper Norwood
KENNY, LOUISA, Philip's terrace, Kensington. May 9. Smith and Sons, Furnivals inn, Holborn
KIMBER, MOSES, Clewer, Berks, Pensioner. Apr 24. Long and Co, Windsor
LANCASTER, WILLIAM, Derby, Plumber. May 10. Sale and Mills, Derby
LEWIS, JOHN, Kingsland, Hereford, Miller. May 1. Lloyd and Son, Leominster
MARSDEN, JOHN BENJAMIN, Belgrave rd, S.W., Solicitor. May 12. Marshall, Theobald's rd, Gray's inn
MORSE, CHARLES, Aylsham, Norfolk, Esq. May 18. Overbury and Gilbert, Norwich
MULLINER, THOMAS, Sutherland place, Pimlico, Gent. May 8. Hall and Co, Manchester
PEACOCK, GEORGE, Starcross, Devon, Esq. May 1. Bishop and Son, Exeter
PRATT, FREDERICK, Westmeon, Southampton, Esq. June 1. Adams and Co, Southampton
PRITCHARD, ZACHARIAH, Manchester, Drawing Master. Apr 30. Hislop, Manchester
RAY, FRANCIS, Hensting, Southampton, Farmer. May 2. Ray, Southampton
RICHARDSON, JAMES, Cheltenham, Esq. May 1. Garside and Robinson, Ashton under Lyne
SADLER, WILLIAM, Ravenscourt park, Hammersmith, Accountant. May 1. Nicholls and Grant, Basinghall st
SHEPPARD, WILLIAM, Frome, Somerset, Gent. May 1. Tarrant and Mackrell, Bond ct, Walbrook.
SUMNER, SARAH, Weston sub Edge, Gloucester. June 1. Ryland and Co, Birmingham
TANNER, GEORGE, Paignton, South Devon, Esq. June 2. Sparkes and Pope, Exeter
WHITELEY, JOSHUA, Manchester, Tanner. May 8. Hall and Co, Manchester
WILLIAMSON, SARAH BELCHER, Blakesley st, Saint George in the East. May 1. Pendergast, Commercial rd

[*Gazette*, Mar. 18.]

RECENT SALES.

At the Stock and Share Auction and Advance Company's sale, held on the 3rd inst., at their rooms, 58, Lombard-street, City, the following were among the prices obtained:—Lisbon-Berlyn (Transvaal Gold), 17s. 6d.; Almado and Tirito Consolidated Silver, 10s.; Commercial Bank of Australia, £4 paid, £6 5s.; National Liberal Land £5, at par; Denver Gold Mine, 2s. 3d.; Nine Reefs, 4s.; Broadway Gold, 5s. 6d.; La Plata, 6s.; Hoover Hill, 4s.; and other miscellaneous shares fetched fair prices.

STRATFORD-UPON-AVON, TOWCESTER, AND MIDLAND JUNCTION RAILWAY COMPANY.—Subscriptions are invited for £160,000 five per cent. shares of £10 each, which, when fully paid up, will be converted into stock to be called perpetual rent-charge interest, guaranteed stock. The interest is guaranteed by a charge of £8,000 per annum secured on the net receipts of the East and West Junction Railway in priority. The price is £100 per provisional certificate of ten shares of £10 each. The proceeds of the issue will be applied to the relaying and equipment of the East and West Junction Railway. It is stated that the shares now offered will also participate in surplus profits.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BALFOUR.—March 26, at 14, Great Stuart-street, Edinburgh, the wife of the Right Hon. John Blair Balfour, M.P., Lord Advocate of Scotland, of a son.
JONES.—March 26, at Bryn y mor, Hastings, the wife of C. Davenport Jones, of a son.
PETERS.—March 28, at 2, Mount-vale, York, the wife of Joseph Peters, solicitor, of a son.
WALTON.—March 26, at 21, Campden-grove, Kensington, the wife of John Lawson Walton, barrister-at-law, of a daughter.

MARRIAGE.

PROCTER—JEAFFRESON.—April 1, Christopher William Cecil Procter, of 25, Old-square, Lincoln's-inn, barrister-at-law, to Blanche Annette, daughter of Alfred Maples Jeaffreson, of Bridewell Royal Hospital.

DEATH.

GACHES.—March 31, at the Mansion House, Peterborough, William Daniel Gaches, solicitor and town clerk, aged 63.

LONDON GAZETTES.

THE BANKRUPTCY ACT, 1883.

RECEIVING ORDERS.

FRIDAY, March 28, 1884.

Baddeley, George, Coventry, Warwickshire, House Agent. Coventry. Pet Mar 25. Ord Mar 26. Exam April 22 at 11
Bates, William Roger George, Gravesend, Grocer. Rochester. Pet Mar 25. Ord Mar 25 Exam April 7 at 2.30
Beedham, Braylesford Harry, Kimbolton, Huntingdonshire, Solicitor. High Court. Pet Feb 13. Ord Mar 25. Exam April 30 at 11 at 34, Lincoln's inn fields
Bingham, Walter, Wednesbury, Staffordshire, Tea Dealer. Walsall. Pet Mar 22. Ord Mar 22. Exam April 7 at 11
Bradley, Thomas, Shirley, Warwickshire, Farmer. Birmingham. Pet Feb 26. Ord Mar 24. Exam April 10
Burton, Stephen, Loughborough, Leicestershire, Seedsman. Leicester. Pet Mar 25. Ord Mar 25. Exam May 7 at 10
Clarke, Charles Frank, Charlton King's, Gloucestershire, of no occupation. Cheltenham. Pet Mar 25. Ord Mar 25. Exam April 18 at 12
Dalgliah, George Drummond Walker, Notting hill terrace, Kensington. High Court. Pet Feb 27. Ord Mar 25. Exam April 30 at 11 at 34, Lincoln's inn fields
Dearden, Richard Henry, Southport, Lancashire, Hairdresser. Liverpool. Pet Mar 7. Ord Mar 26. Exam April 7 at 12
England, Charles, Sheerness, Builder. Rochester. Pet Mar 25. Ord Mar 25. Exam April 7 at 2
Gamble, John Tom, Loughborough, Leicestershire, Innkeeper. Leicester. Pet Mar 25. Ord Mar 25. Exam May 7 at 10
George, Joseph, Westbromwich, Staffordshire, Brewer. Oldbury. Pet Mar 21. Ord Mar 21. Exam April 4
Hashim, Khalil, Manchester, Merchant. Manchester. Pet Mar 26. Ord Mar 26. Exam April 7 at 2.15
Hayes, John Thomas, Castle st, Holborn, Book Edge Gilder. High Court. Pet Mar 25. Ord Mar 25. Exam April 25 at 11 at 34, Lincoln's inn fields
Hellewell, Herbert, Manchester, Engineer, Manchester. Pet Mar 24. Ord Mar 24. Exam April 7 at 2.30
Hemmens, Robert, Mansfield, Nottinghamshire, Glass Dealer. Nottingham. Pet Mar 26. Ord Mar 26. Exam April 22
Hewitt, Jane, Church rd, Islington, Provision Dealer. High Court. Pet Mar 24. Ord Mar 25. Exam April 25 at 11 at 34, Lincoln's inn fields
Holroyd, Micah, Bradford, Woolsorter. Bradford. Pet Mar 25. Ord Mar 25. Exam April 4 at 11
Jenkins, Josiah, Rhymney, Monmouthshire, Grocer. Tredegar. Pet Mar 24. Ord Mar 24. Exam April 10
Keates, George Alfred, Carnarvon, Tailor. Bangor. Pet Mar 24. Ord Mar 24. Exam April 2 at 3
Lawes, Charles Bennet, Michael's grove, Brompton, Sculptor. High Court. Pet Mar 24. Ord Mar 24. Exam April 24 at 11 at 34, Lincoln's inn fields
Leech, Arthur, Newcastle under Lyme, Solicitor. Hanley. Pet Mar 8. Ord Mar 25. Exam April 23 at 11 at Townhall, Hanley
Parsons, John George, Camberwell rd, Fancy Draper. High Court. Pet Mar 25. Ord Mar 25. Exam April 24 at 11 at 34, Lincoln's inn fields
Pownall, Hannah, Oldham, Lancashire, Innkeeper. Oldham. Pet Mar 14. Ord Mar 24. Exam April 17 at 11
Richardson, Joseph, Fazeley, Warwickshire, Basket Maker. Birmingham. Pet Mar 25. Ord Mar 25. Exam April 10
Rowbottom, John, New Mills, Derbyshire, Cotton Spinner. Stockport. Pet Mar 25. Ord Mar 25. Exam April 18 at 11
Russell, Edwin, Liskeard, Cornwall, Saddler. East Stpnehouse. Pet Mar 25. Ord Mar 25. Exam April 18 at 12

Solomon, Edward, Birmingham, Commercial Traveller. Birmingham. Pet Mar 7. Ord Mar 26. Exam April 24
Spelman, Isaac Gower, Alburgh, Norfolk, Farmer. Ipswich. Pet Mar 24. Ord Mar 24. Exam April 7 at 12.30
Tiley, George, Bath, Fruiterer. Bath. Pet Mar 20. Ord Mar 25. Exam April 9 at 12
Wells, William Edwin, Chislehampton, Oxfordshire, Farmer. Oxford. Pet Mar 7 Ord Mar 24. Ord Mar 24. Exam April 24 at 12.30
White, Thomas Henry, Pembridge, Herefordshire, Farmer. Leominster. Pet Mar 24. Ord Mar 24. Exam April 17
Winfield, John, Leeds, out of business. Leeds. Pet Mar 24. Ord Mar 24. Exam April 9 at 11
Wingate, David, Gloucester, Builder. Gloucester. Pet Mar 25. Ord Mar 25. Exam April 22
Wood, Thomas, Manchester, Retired Licensed Victualler. Manchester. Pet Mar 24. Exam April 7 at 2

FIRST MEETINGS.

Arden, Alwynne Hills, Stafford, Brewer. April 10 at 12. London and North Western Hotel, Stafford
Baddeley, George, Coventry, Warwickshire, House Agent. April 8 at 11. Official Receiver, 46, Jordan Well, Coventry
Bates, William Roger George, Gravesend, Grocer. April 7 at 12.30. Official Receiver, Eastgate, Rochester
Bingham, Walter, Wednesbury, Staffordshire, Tea Dealer. April 5 at 11. Official Receiver, Bridge st, Walsall
Bradley, Thomas, Shirley, Warwickshire, Farmer. April 9 at 11. Luke Jesson Sharp, Whitehall chbrs, Colmore row, Birmingham
Burton, Stephen, Loughborough, Leicestershire, Seedsman. April 8 at 2. Messrs Deane and Hands, Solicitors, Townhall passage, Loughborough
Chappell, Thomas Dare, Bath, Butcher. April 4 at 12.30. Mr R. H. Moore, County Court, Bath
Dearden, Richard Henry, Southport, Lancashire, Hairdresser. April 7 at 3. Official Receiver, Lisbon bldgs, Victoria st, Liverpool
Edge, John William, Derby, Furniture Dealer. April 4 at 3. Official Receiver, St James's chmbrs, Derby
England, Charles, Sheerness, Builder. April 7 at 11.30. Official Receiver, Eastgate, Rochester
English, John, and Maxwell George Henry Silverthorne, Upper Thames st, Grocers. April 4 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Gamble, John Tom, Loughborough, Leicestershire, Innkeeper. April 8 at 12.30. Messrs Deane and Hands, Solicitors. Townhall passage, Loughborough
George, Joseph, West Bromwich, Staffordshire, Retail Brewer. April 4 at 11. At the Court-house, Oldbury
Hellewell, Herbert, Manchester, Engineer. April 7 at 3. The Court-house, Quay st, Manchester
Holliday, Mary, Urmston, Lancashire, Licensed Victualler. April 4 at 11.30 Official Receiver. Ogden's chmbrs, Bridge st, Manchester
Hood, James, Broadstairs, Jeweller. April 5 at 1.30. 72, High st, Ramsgate
Johnson, William Goode, jun, Nottingham, in the employ of the Midland Hosiery Company. April 4 at 12. Official Receiver, Exchange walk, Nottingham
Keates, George Alfred, Carnarvon, Carnarvonshire, Tailor. April 5 at 12. Official Receiver, Crypt chmbrs, Chester
Llewellyn, Alfred, Penarth, Glamorganshire, Printer. April 9 at 12. Official Receiver, 2, Bute crescent, Cardiff
Marshall, Absolom, Chippenham mews, Harrow rd, Carman. April 5 at 12. 33, Carey st, Lincoln's inn
Platt, Augustus, Mynyddysilwyn, Monmouthshire, Gent. April 8 at 12.30. Lion Hotel, Broad st, Builth, Breconshire
Pownall, Hannah, Oldham, Lancashire, Innkeeper. April 13 at 3. Townhall, Oldham
Richardson, Joseph, Fazeley, Warwickshire, Basket Maker. April 8 at 11. Offices of Luke Jesson Sharp, Whitehall chbrs, Colmore row, Birmingham
Roper, Edward, Kegworth Leicestershire, Market Gardener. April 4 at 3. Messrs Deane and Hands, Townhall passage, Loughborough
Rowbottom, John, New Mills, Derbyshire, Cotton Spinner. April 8 at 11. White Lion Hotel, Stockport
Russell, Edwin, Liskeard, Cornwall, Saddler. April 8 at 3. Official Receiver, 18, Frankfort st, Plymouth
Snape, Samuel, Manchester, Produce Merchant. April 4 at 2. Official Receiver, Ogden's chmbrs, Bridge st, Manchester
Solomon, Edward, Birmingham, Commercial Traveller. April 9 at 3. Offices of Luke Jesson Sharp, Whitehall chmbrs, Colmore row, Birmingham
Spelman, Isaac Gower, Alburgh, Norfolk, Farmer. April 4 at 4.15. The Magpie Hotel, Harleston
Stamp, John, and William Stamp, Barton upon Humber, Lincolnshire, Joiners. April 4 at 11. The Hall of the Hull Incorporated Law Society, Bowlalley lane, Hull
Thompson, Cornelius Hart, Reading, Corn Factor. April 4 at 3. Official Receiver, 109, Victoria st, Westminster
Tiley, George, Bath, Fruiterer. April 4 at 2. Mr. R. H. Moore, County Court, Bath
Walters, Henry, Abertillery, Monmouthshire, Clerk in Holy Orders. April 4 at 12. County Court Office, Tredegar
Wells, William Edwin, Chislehampton, Oxfordshire, Farmer. April 8 at 11.30. Official Receiver, 126, High st, Oxford
White, Thomas Henry, Weston, Pembridge, Herefordshire, Farmer' April 7 at 2.30. Official Receiver, 2, Offa st, Hereford
Winfield, John, Leeds, out of business. April 8 at 11. Official Receiver, St Andrew's chmbrs, 22, Park row, Leeds

ADJUDICATIONS.

Bower, George, Huddersfield, Woollen Cloth Manufacturer. Huddersfield. Pet Mar 11. Ord Mar 24
Carnell, Henry, Derby, Coppersmith. Derby. Pet Mar 11. Ord Mar 24
Clarkson, Edward, Keighley, Yorkshire, Joiner. Bradford. Pet Mar 10. Ord Mar 26
Coningham, Richard, East India rd, Poplar, Lodging House Keeper. High Court. Pet Feb 21. Ord Mar 24
Daggatt, Charles, Matley, Cheshire, Brewer. Ashton under Lyne. Pet Feb 16. Ord Mar 26
Edwards, John, Pwllheli, Carnarvonshire, Baker. Bangor. Pet Feb 27. Ord Mar 26
Hellewell, Herbert, Manchester, Engineer. Manchester. Pet March 24. Ord March 24
Highfield, Samuel, Birkenhead, Cheshire, Paint Dealer. Liverpool. Pet March 10. Ord March 25
Holliday, Mary, Urmston, Lancashire, Licensed Victualler. Manchester. Pet March 17. Ord March 24
Holroyd, Micah, Bradford, Woolsorter. Bradford. Pet March 25. Ord March 26
Manning, William, and John Manning, Oxford, Builders. Oxford. Pet March 11. Ord March 26
Olive, William, Woolwich, Boot Dealer. Greenwich. Pet Feb 29. Ord March 25
Peach, Robert Atkyns, Castletown rd, West Kensington, Retired Captain. High Court. Pet Jan 24. Ord March 25
Pelham, Thomas Kent, Belsize sq, Hampstead, Artist. High Court. Pet Feb 14. Ord March 24
Robertshaw, Benjamin, Kendal, Westmoreland, Rug Maker. Kendal. Pet Fe 27. Ord March 26
Sawyer, William, Bradford, Glass Dealer. Bradford. Pet March 7. Ord March 26
Smith, John, Droylsden, Lancashire, Joiner. Ashton under Lyne. Pet March 5. Ord March 24
Snape, Samuel, Manchester, Produce Merchant. Manchester. Pet March 21. Ord March 25
Thompson, John, and William Maxwell, Nottingham, Stonemasons. Nottingham. Pet Feb 25. Ord March 26

RECEIVING ORDERS.

TUESDAY, April 1, 1884.

Deveria, Paul, New Broad st, Silk Merchant. High Court. Pet Mar 27. Ord Mar 28. Exam May 3 at 11 at 34, Lincoln's inn fields
Austin, Henry, Rochdale, Lancashire, Joiner. Oldham. Pet Mar 28. Ord Mar 28. Exam April 17
Bowen, James, Sunderland, Draper. Sunderland. Pet Mar 27. Ord Mar 27. Exam April 24 at 2.30
Capes, Robert Freshney, Newark upon Trent, Nottingham, Tobacconist. Nottingham. Pet Mar 27. Ord Mar 27. Exam April 22
Cropper, John, Brimington, Derbyshire, Builder. Chesterfield. Pet Mar 27. Ord Mar 29. Exam May 7
Cubby, John, Carlisle, Pig Dealer. Carlisle. Pet Mar 18. Ord Mar 27. Exam April 10 at 11 at Court house, Carlisle
Gilbert, William, Cossington, Canterbury, no occupation. Canterbury. Pet Mar 15. Ord Mar 28. Exam April 25
Haddan, Charles Samuel, Handsworth, Staffordshire, Insurance Agent, Birmingham. Pet Mar 11. Ord Mar 27. Exam April 24
Hart, Edward William, Hertford, out of business. Hertford. Pet Mar 29. Ord Mar 29. Exam April 19 at 12
Hickman, Sampson Ralph, Handsworth, Staffordshire, Manufacturing Jeweller. Birmingham. Pet Mar 29. Ord Mar 29. Exam April 24
Hudson, William, Loughborough, Leicestershire, Ironmonger, Leicester. Pet Mar 28. Ord Mar 29. Exam May 7 at 10
Jones, Richard, Madeley, Shropshire, Grocer. Madeley. Pet Mar 27. Ord Mar 29. Exam April 23
Legge, Martin Charles, Swansea, Boot Maker. Swansea. Pet Mar 28. Ord Mar 28. Exam April 24
Mawson, John Yates, Wigan, Accountant. Wigan. Pet Mar 17. Ord Mar 27. Exam April 10 at 10.30
Munday, James, Newton Valence, Hampshire, Farmer. Winchester. Pet Mar 28. Ord Mar 29. Exam April 16 at 10
Parker, Henry, Ampfield, Hampshire, Farmer. Winchester. Pet Mar 29. Ord Mar 29. Exam April 16 at 10
Powell, John, Daventry, Northamptonshire, Carrier. Northampton. Pet Mar 11. Ord Mar 29. Exam April 23
Rhead, Henry, Fenton, Staffordshire, Grocer. Stoke upon Trent. Pet Mar 27. Ord Mar 27. Exam April 9 at 3.45
Sharp, John Cardingley, Millbridge, Liversedge, Yorkshire. Boot Maker. Dewsbury. Pet Mar 25. Ord Mar 28. Exam April 29
Simmons, Barnett Moss, Lanhill rd, St Peter's Park, Paddington, Looking Glass Maker. High Court. Pet Mar 28. Ord Mar 28. Exam April 29 at 11 at 34, Lincoln's inn fields
Soares, Alexander Jacintho, St Benet's pl, Gracechurch st, Iron Merchant. High Court. Pet Feb 26. Ord Mar 27. Exam April 29 at 11 at 34, Lincoln's inn fields
Stoker, William, Wolverhampton, no occupation. Wolverhampton. Pet Mar 27. Ord Mar 28. Exam April 22 at 2
Taylor, Charles, and John Forrester, Merthyr Tydfil, Architects. Merthyr Tydfil. Pet Mar 26. Ord Mar 27. Exam April 4
Varty, Calvert, Birkenhead, Grocer. Birkenhead. Pet Mar 29. Ord Mar 29. Exam April 9 at 11
Vowles, William, Thornbury, Gloucestershire, Baker. Bristol. Pet Mar 27. Ord Mar 27. Exam April 24
Watts, John, Newark upon Trent, Nottinghamshire, Shoemaker. Nottingham. Pet Mar 27. Ord Mar 27. Exam April 22
Williams, Walter, Wrexham, Denbighshire, Tobacconist. Wrexham. Pet Mar 26. Ord Mar 26. Exam May 2
Williams, William, Penygraig, nr Pontypridd, Colliery Proprietor. Pontypridd. Pet Mar 28. Ord Mar 29. Exam April 18 at 12
The following Amended Notice is substituted for that published in the London Gazette of the 18th March, 1884.
Watts, James Laurence, Pembroke Dock, Sculptor. Pembroke Dock. Pet Mar 15. Ord Mar 15. Exam April 8 at 12
The following Amended Notice is substituted for that published in the London Gazette of the 21st March, 1884.
Lateulere, Jean, Little St Andrew's st, Seven Dials, Boot Dealer. High Court. Pet Mar 13. Ord Mar 17. Exam April 24 at 11 at 34, Lincoln's inn fields

FIRST MEETINGS.

Austin, Henry, Rochdale, Lancashire, Joiner. Apr 10 at 3.30. Townhall, Rochdale
Baker, William, Clement's lane, Manager of a Joint Stock Company Limited. Apr 10 at 11. Bankruptcy bldgs, High Court of Justice, Portugal st, Lincoln's inn fields
Capes, Robert Freshney, Newark on Trent, Tobacconist. Apr 10 at 12. Official Receivers, Exchange walk, Nottingham
Clarke, Charles Frank, Charlton King's, Gloucestershire, no occupation. Apr 8 at 4. County Court, Cheltenham
Cubby, John, Carlisle, Pig Dealer. Apr 10 at 3. 34, Fisher st, Carlisle
Eatson, William, Staincross, nr Barnsley, Yorkshire, Ale Bottler. Apr 9 at 12. County Court Hall, Regent st, Barnsley
Haddan, Charles Samuel, Handsworth, Staffordshire, Insurance Agent. Apr 16 at 11. Official Receiver, Whitehall chbrs, Colmore row, Birmingham
Hashim, Khalil, Manchester, Merchant. Apr 8 at 11. Official Receiver, Ogden's chbrs, Bridge st, Manchester
Hemmens, Robert, Mansfield, Nottinghamshire, Glass Dealer. Apr 9 at 11. Official Receivers, Exchange walk, Nottingham
Hickman, Sampson Ralph, Handsworth, Staffordshire, Jeweller. April 16 at ?. Official Receiver, Whitehall chbrs, Colmore row, Birmingham
Holroyd, Micah, Bradford, Draper. April 8 at 11.30. Mitre Hotel, Cathedral gates, Manchester
Hudson, William, Loughborough, Leicestershire, Ironmonger. April 9 at 12. Official Receiver, 28, Friar lane, Leicester
Jenkins, Josiah, Rhymney, Monmouthshire, Grocer. April 10 at 12. County Court Office, Tredegar
Legge, Martin Charles, Swansea, Boot Maker. April 12 at 11. Official Receiver, 6, Rutland st, Swansea
Mawson, John Yates, Wigan, Accountant. April 10 at 11. County Court bldgs Wigan
Meadows, Frederick, Goldhurst rd, St John's Wood, Boot Maker. April 10 at 12. Bankruptcy bldgs, High Court of Justice, Portugal st, Lincoln's-inn-fields
Rhead, Henry, Fenton, Staffordshire, Grocer. April 9 at 2.30. North Stafford Station Hotel, Stoke upon Trent
Stoker, William, Wolverhampton, no occupation. April 16 at 11. Official Receiver, St. Peter's close, Wolverhampton
Taylor, Charles, and John Forrester, Merthyr Tydfil, Architects. April 9 at 12. Official Receiver, 64, High st, Merthyr Tydfil

Varty, Calvert, Birkenhead, Grocer. April 9 at 2. Official Receiver, 48, Hamilton sq, Birkenhead
Vowles, William, Thornbury, Gloucestershire, Baker. April 24 at 1. Official Receiver, Bank chbrs, Corn st, Bristol
Watts, John, Newark on Trent, Shoemaker. April 10 at 11. Official Receiver, Exchange walk, Nottingham
Williams, Michael, Fish st hill, Asphalte Importer. April 10 at 1. Bankruptcy bldgs, High Court of Justice, Portugal st, Lincoln's inn fields
Williams, Walter, Wrexham, Denbighshire, Tobacconist. April 9 at 12. Official Receiver, Crypt chbrs, Chester
Wingate, David, Gloucester, Builder. April 8 at 12. Official Receiver, 34, Barton st, Gloucester
Wood, Frank, jun, Storrington, Sussex, no business. April 9 at 12. 16a, North st, Brighton
Wood, Thomas, Wheat Sheaf Inn, Manchester, Licensed Victualler. April 8 at 2. Official Receiver, Ogden chbrs, Bridge st, Manchester

ADJUDICATIONS.

Bale, William, King st, Golden sq, Licensed Victualler. High Court. Pet Feb 18. Ord Mar 27
Bates, William Roger George, Gravesend, Grocer. Rochester. Pet Mar 25. Ord Mar 29
Blackburn, William, Blackburn, Cotton Spinner. Blackburn. Pet Feb 22. Ord Mar 26
Bradley, Thomas, Shirley, Warwickshire, Farmer. Birmingham. Pet Feb 28. Ord Mar 27
Cowling, George, Soothill, nr Batley, Yorkshire, Boiler Maker. Dewsbury. Pet Mar 11. Ord Mar 27
Dark, David, Birmingham, Builder. Birmingham. Pet Feb 18. Ord Mar 18
Dell, Charles, Chipping Barnet, Hertfordshire, Farmer. Barnet. Pet Feb 13. Ord Mar 27
Dodsworth, Martin, Malton, Yorkshire, Joiner. Scarborough. Pet Mar 7. Ord Mar 28
Eatson, William, Staincross, nr Barnsley, Ale Bottler. Barnsley. Pet Mar 22. Ord Mar 27
England, Charles, Sheerness, Builder. Rochester. Pet Mar 25. Ord Mar 29
Fawkes, Isaac, Broadfield, Dalston, Cumberland, Farmer. Carlisle. Pet Mar 1. Ord Mar 29
Frost, Charles, Barnet, South Mims, Brewer. Barnet. Pet Mar 27. Ord Mar 27
Galliers, George Tomkins, King's Pyon, Herefordshire, Farmer. Hereford. Pet Mar 13. Ord Mar 28
Grimshaw, William, Over Darwen, Lancashire, Licensed Victualler. Blackburn. Pet Feb 28. Ord Mar 26
Haddan, Charles Samuel, Handsworth, Staffordshire, Insurance Agent. Birmingham. Pet Mar 11. Ord Mar 28
Jackson, Joseph, and Thomas Wood, Glossop, Derbyshire, Builders. Ashton-under-Lyne. Pet March 12. Ord March 27
Jenkins, Samuel, Commercial rd, Stepney, Furniture Dealer. High Court. Pet Feb 27. Ord March 27
Logan, John, Grangetown, Yorkshire, Grocer. Stockton on Tees. Pet March 7. Ord March 27
Mitchell, Rhodes, Croft, Lincolnshire, Farmer. Boston. Pet March 3. Ord March 29
Phillips, George, Brighton, Fruit Salesman. Brighton. Pet March 20. Ord March 27
Powell, John, Daventry, Northamptonshire, Carrier. Northampton. Pet March 11. Ord March 29
Quibell, James, Birmingham, Draper. Birmingham. Pet March 3. Ord March 18
Reid, Alexander, sen. Alexander Reid, jun. and Thomas Reid, Radcliffe, Lancashire, Chemical Makers. Bolton. Pet March 14. Ord March 29
Rhead, Henry, Fenton, Staffordshire, Grocer. Stoke-upon-Trent. Pet March 27. Ord March 27
Richardson, Joseph, Fazeley, nr Tamworth, Warwickshire, Basket Maker. Birmingham. Pet Mar 25. Ord Mar 25
Ryan, William, Theobald's rd, China Dealer. High Court. Pet Feb 19. Ord Mar 27
Rymer, Henry, Fordham, Cambridgeshire, Grocer. Cambridge. Pet Mar 8. Ord Mar 29
Smith, John, Scarborough, Builder. Scarborough. Pet Mar 12. Ord Mar 28
Solomon, Edward, Birmingham, Commercial Traveller. Birmingham. Pet Mar 7. Ord Mar 27
Vowles, William, Thornbury, Gloucestershire, Baker. Bristol. Pet Mar 27. Ord Mar 28
Whitaker, Joseph, Balderton, Nottinghamshire, Farmer. Nottingham. Pet Mar 6. Ord Mar 28
White, Thomas Henry, Weston Pembridge, Herefordshire, Farmer. Leominster. Pet Mar 24. Ord Mar 27
Williams, Walter, Wrexham, Denbighshire, Tobacconist. Wrexham. Pet Mar 26. Ord Mar 26
Winfield, John, Leeds, out of business. Leeds. Pet Mar 24. Ord Mar 27
Wood, Thomas, Manchester, Retired Licensed Victualler. Manchester. Pet Mar 7. Ord Mar 29

The Subscription to the SOLICITORS' JOURNAL *is—Town, 26s.; Country, 28s.; with the* WEEKLY REPORTER, *52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.*

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